



CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: 552-T24171

**Parks & Recreation
Department –
Purchasing Section**

NIGP CODE:

961-38, 962-40

**SOLICITATION DUE
DATE/TIME:**

January 27, 2012 at 2:00 P.M., CST

SUBMITTAL LOCATION:

**City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002**

DESCRIPTION:

SUMMER FOOD PROGRAM

**PRE-PROPOSAL
CONFERENCE:**

<i>Date</i>	<i>Time</i>
JANUARY 18, 2012	10:00 A.M.

Location
**HPARD 2999 S. Wayside
Dr., Sam Houston
Conference Room,
Houston, TX 77023**

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

**Solicitation Contact Person:
Walter Guthrie**

Name

walter.guthrie@houstontx.gov

E-Mail Address



Director, Parks & Recreation
Department



Date

<p style="text-align: center;">SPECIAL INSTRUCTIONS TO OFFEROR(S) SOLICITATION NO. 552-T24171</p>

1.0 SUBMITTAL PROCEDURE:

- 1.1 Seven (7) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional six (6) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002

- 1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.
- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

- 2.1 The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

- 3.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

- 4.1 Requests for additional information and questions should be addressed to the Parks and Recreation Department, Contract and Procurement Section Buyer, Walter Guthrie, telephone: 832.395.7042, fax: 832.395.9514, or e-mail (preferred method to): walter.guthrie@houstontx.gov, no later than January 20, 2012 at 3:00 p.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

- 5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
- 5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

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6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

- 6.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
- 6.2 Before submitting a Proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Offeror's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

- 8.1 It is the City's intent to commence final negotiation with the Offeror(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Offeror(s).

9.0 PROTEST:

- 9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFP. A pre-award protest of the RFP shall be received by the City Purchasing Agent prior to the contract award date. A post-award protest of an awarded contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome of the contract award.
- 9.2 A protest shall include the following:
 - 9.2.1 The name, address, e-mail, and telephone number of the protester;
 - 9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 9.2.3 Identification of the RFP description and the RFP or contract number;
 - 9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 9.2.5 The desired form of relief or outcome, which the protester is seeking.

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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.
- 9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about May 16, 2012 for a term of one (1) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for four (4) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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- 15.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 The selected Offeror(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 22.0 After contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the Director.
- 23.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.
- 25.0 Proposer is encouraged to propose key type inspections that may be established prior to commencement of the contract. These inspection(s) shall be confirmed by written reports issued by the Proposer.
- 26.0 Contractor shall be required to show professional handling of food products, packaging, refrigeration during transportation, and quality control. Failure to meet the basic requirements outlined under this program at anytime during the program period shall be deemed to be in default of the standards established supporting the program.

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1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

- 1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.0 INDEMNIFICATION PROCEDURES:

- 2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:
- 2.1.1 a description of the indemnification event in reasonable detail,
 - 2.1.2 the basis on which indemnification may be due, and
 - 2.1.3 the anticipated amount of the indemnified loss.
- 2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 2.3 Defense of Claims.
- 2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- 2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.0 INSURANCE REQUIREMENTS:

- 3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**
- 3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

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- 3.2.1 Commercial General Liability Insurance including Contractual Liability:
 - 3.2.1.1 \$500,000 per occurrence
 - 3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
- 3.2.2 Workers' Compensation:
 - 3.2.2.1 Amount shall be statutory amount
 - 3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
- 3.2.3 Automobile Liability (See Note Below):
 - \$1,000,000 Combined Single Limit per occurrence
 - Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 3.2.4 Employer's Liability:
 - 3.2.4.1 Bodily injury by accident \$100,000 (each accident)
 - 3.2.4.2 Bodily injury by disease \$100,000 (policy limit)
 - 3.2.4.3 Bodily injury by disease \$100,000 (each employee)
- 3.2.5 Professional Liability (USE IF ONLY If Applicable)
 - 3.2.5.1 \$1,000,000 per occurrence \$1,000,000 aggregate
- 3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.
- 3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

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- 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

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3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.

3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

5.0 INSPECTIONS AND AUDITS:

5.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least four (4) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.0 INTERPRETING SPECIFICATIONS:

6.1 The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Offeror(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.

6.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Offeror(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

7.0 CONTRACTOR DEBT:

7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.**

SPECIAL TERMS AND CONDITIONS

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1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least **18%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

- 2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

- 3.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.
- 3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

- 4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

- 5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Offeror(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

6.0 HIRE HOUSTON FIRST:

- 6.1 **Designation as a City Business or Local Business**

SPECIAL TERMS AND CONDITIONS

SOLICITATION NO.: 552-T24171

6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

6.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf

6.1.3 Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to HHF-MOBO@houstontx.gov or faxed to 832.393.0952.

Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative--Pursuant to Chapter --- of the Local Government Code

6.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "LOCAL BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "CITY BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

7.0 PROJECT ADMINISTRATION:

7.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

8.0 PROCUREMENT TIMELINE/SCHEDULE:

8.1 Listed below is important estimated completion dates and times for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	January 6, 2012
Pre-Proposal Conference	January 18, 2012
Questions from Proposers Due to City	January 20, 2012
Proposals Due from Offeror(s)	January 27, 2012
Notification of Intent to Award (<i>Estimated</i>)	February 23, 2012
Council Agenda Date (<i>Estimated</i>)	March 21, 2012
Contract Start Date (<i>Estimated</i>)	May 16, 2012

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SUMMER FOOD PROGRAM

1.0 PURPOSE

- 1.1 The purpose of this Request for proposal (RFP) is to solicit proposals from qualified contractors for the Summer Food Service Program sponsored by the City of Houston.

2.0 BACKGROUND

- 2.1 The Summer Food Service Program is a federally funded lunch program for underprivileged children annually scheduled during the summer months. The program will provide a nutritional lunch and supplement to approximately 15,000 to 17,000 children on a daily basis at 350 sites within the City of Houston, reference Attachment "B".

3.0 CONTRACTOR

- 3.1 During the initial two-week period of each summer program, the Contractor must have someone on call during the hours of 7:00 a.m. to 4:00 p.m. Monday through Friday to resolve any operational problems, and accept emergency requirements.
- 3.2 The Contractor must be registered with the Texas Department of Human Services; must be certified by the City of Houston's Health & Human Services Department and must show proof of food service and Contractor's certification.
- 3.3 The Contractor must maintain a commissary within the Greater Houston Metropolitan Area, staffed with qualified service personnel, and have adequate stock of supplies necessary to handle the service portion of this Contract. No omission in these specifications shall be construed as relieving the Contractor of its responsibility to perform work in accordance with sound food handling practices.
- 3.4 The Contractor's plant facilities must be adequate for food preparation with approved license certification certifying that the facilities meet all applicable State and local health, safety and sanitation regulations/standards.

4.0 DATA RELEVANT TO SERVICES IS AS FOLLOWS:

- 4.1 Approximately 15,000 to 17,000 children will participate in the program each summer period.
- 4.2 The meal program may begin May 28, 2012 and may continue through August 17, 2012. For each renewal period after 2012, the meal program shall begin and end on dates as may be set by the Director and provided in writing to the Contractor.
- 4.3 The entire program will operate at approximately 350 sites throughout the City of Houston. The Contractor shall provide services to the sites set forth in Attachment "A". The number and location of sites will vary with minor adjustments.
- 4.4 The Contractor shall be required to furnish and operate twenty-four (24) refrigerated trucks (minimum) to service the 350 feeding sites within the City. It is estimated that one (1) refrigerated truck will be capable of servicing 15 sites per day.
- 4.5 Fruit must be different than juice served the same day.

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5.0 LUNCHES Meals shall be served in accordance with the specifications listed below, Attachments "A Sites", "B Menu" and "B1 Policy Alert".

- 5.1 Each individual lunch shall be sanitarily packed as a single unit. Each lunch must be separate to insure proper distribution to program participants.
- 5.2 All sandwiches shall be individually machine wrapped and heat-sealed with the minimum amount of air around food product in an impermeable wrapper that provides ultra-violet light protection. The wrapper shall be of the design to minimize air volume and air space, as well as product discoloration of meat products.
- 5.3 Pre-Approved packaging for the unitized lunch shall be:
 - a. Individual boxed with closeable lids that can be resealed, or
 - b. Fiber or recyclable plastic containers over-wrapped and sealed to prevent crushing of food in the containers, or
 - c. Lunch packs.**

****No paper lunch bags and individual plastic sandwich zip lock bags shall be accepted.**
- 5.4 Lunches must be maintained and delivered at 40 degrees or less. (prior to delivery- Is this statement "**prior to delivery**" necessary?)
- 5.5 Every Wednesday the Contractor shall meet with program administrators to report the number of lunches and supplements delivered, served, and disallowed during the previous week.
- 5.6 All lunches shall be prepared fresh within 24 hours of delivery, and delivered in refrigerated trucks. Other methods used for delivery and care of storage of food products prior to serving not mentioned above must be approved by the Director before their use. No "wet ice" will be accepted under this program due to its cross-moisture contamination properties to food products and their containers.
- 5.7 All foods shall be of top quality, fresh and prepared in an environmentally controlled sanitary setting in order to maintain optimum freshness at the time of packaging and to minimize/reduce bacteria exposure caused by airborne particles.
- 5.8 Condiments shall be of the individually serving type packages that are sealed normally by the manufacturer's authorized packaging company, i.e. ketchup, mustard, mayonnaise and relish. No condiments will be allowed if packaged otherwise.
- 5.9 Shelf life of all products served shall be at a minimum of 1/3 less the number of days listed on the packaging as an expiration date, i.e.; milk, cheese, bread and condiments. Shelf life shall be the manufacturer's stated shelf life.
- 5.10 Bread classified as day old or past expiration date is not acceptable and shall not be provided.
Meals served in which the bread is considered aged, stale, hard, or too moist by the site coordinator will not be accepted.
- 5.11 The Director or his/her designee reserves the right to decrease or re-schedule lunches and supplements due to inclement weather or other unforeseen circumstances three (3) hours before delivery time at each site.
- 5.12 Lunch packs shall be packaged in 3 to 4 part compartmentalized containers with an impermeable sealed plastic film cover with each compartment being individually sealed. The impermeable sealed compartmentalized containers, defined based on normal handling, to ensure freshness, prevent cross contamination/binding of the products stored within, and

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capable of allowing for at least one-day storage. Individual compartments are for meats, cheeses, crackers, and sauces are required. Lunch packs unsealed, or seals showing signs of being punctured and/or torn at time of delivery will not be accepted.

- 5.13 Sandwiches, wraps and corn dogs need to be individually machine heat-sealed. Corn dogs must not have sticks in them, nor will sticks be provided due to choking hazard if swallowed by small child.
- 5.14 Raisins and nuts must be provided in individually sealed serving boxes and or bags, which is normally associated with the growers/manufacture's packaging representatives (meals served with loose raisins or nuts will not be accepted). This requirement is to prevent cross contamination of the products which may need to be pulled due to a child's allergy condition.
- 5.15 Fruit cups and sauce containers will be individual vacuum-sealed containers and must be of the type normally associated with growers/manufacture's packaging representatives. No individual serving containers with snap closure lids will be accepted.
- 5.16 Lunches shall be screened and subject to testing by the Director or his or her designee during the initial contract term and any renewal term(s).

6.0 SUPPLEMENTS (SNACKS)

- 6.1 Contractor must also provide approximately 15,000 to 17,000 supplements per day.
- 6.2 Supplements shall consist of one juice in carton with a straw and one snack per the 12-day supplement menu.
- 6.3 Supplements shall be delivered to each site.
- 6.4 Supplements must be single serving packages delivered in bulk case form.

7.0 DELIVERIES

- 7.1 All deliveries must be made between 10:00a.m. and noon each day (Monday through Friday). In the event of an unforeseen emergency circumstance, the Contractor shall make contact by telephone 1) the impossibility of on-time delivery and 2) circumstances precluding delivery. The Coordinator has the authority to approve an extra 15-minute delivery time provided the lunches are delivered, distributed and completed within the scheduled time.
- 7.2 The Director or his/her designee will order lunches and supplements daily (Monday through Friday) by 4:30 p.m. Orders will include breakdown totals for each site.
- 7.3 The Director or his/her designee reserves the right to decrease or re-schedule lunches and supplements due to inclement weather or other unforeseen circumstances three (3) hours before delivery time at each site.
- 7.4 All delivery documents must contain a minimum of 3 part forms, typed or printed legibly. Xerox copies will not be accepted.

8.0 CUSTOMER SERVICE

- 8.1 The Contractor shall make citizen satisfaction a priority in providing services under this Agreement. The Contractor's employees shall be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. The

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Contractor's employees must be clean, courteous, neat and efficient in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's sole discretion, Contractor is not interacting in a positive and polite manner with citizens, the Director may terminate this Agreement without further notice. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

9.0 MEAL SCHEDULE

- 9.1 The Contractor shall obtain meal orders daily by assessing the Department's network. The Contractor's connectivity requirements consist of a PC and a modem running Windows Professional 2000 with CADET infoconnect software installed. This software will allow access to the Parks Department's MAPPER application. The Contractor shall have its own software program to manipulate the data provided in the text file that will be downloaded onto its PC via MAPPER. The data will change daily and must be retrieved within a given time period that will be designated by the Director. No orders will be provided by email, fax, or a hard copy paper system.
- 9.2 Upon receipt of the Notice-to-Proceed to begin performance on this contract, the Contractor shall be responsible for sending one individual to Mapper training with a computer service representative from the City of Houston Parks & Recreation Department's Information Technology Section. This individual will be trained by a city employee to retrieve Daily Meal orders via the Parks & Recreation Department's MAPPER application. It shall be the Contractor's responsibility to subsequently train any other Contractor personnel. The City of Houston Parks and Recreation Department will only be responsible for the training of one Contractor employee.
- 9.3 The Contractor shall order lunches and supplements daily for next scheduled delivery date (Monday through Friday) by 4:30p.m. Orders shall include breakdown totals for each site.

10.0 STANDARDS

- 10.1 Provision for this RFP are stated as per the State of Texas and outlined under the 2011 **Summer Food Service Program. All terms, forms requirements, specifications and conditions can be found at the following website:**

www.snptexas.org.

11.0 PACKAGING

- 11.1 All Provision for packaging for this RFP are stated as per the State of Texas and outlined under the 2011 **Summer Food Service Program. All terms, forms requirements, specifications and conditions can be found at the following website:**

www.snptexas.org.

The following specifications apply to this program:

- 11.1.1 Each individual lunch shall be sanitarily packed as a single unit. Each lunch must be separate to insure proper distribution to program participants.

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11.1.2 All Sandwiches shall be individually vacuum packaged (removal of air around food product and sealing the sandwich in an impermeable package) to insure proper sanitation, freshness and waterproofness.

11.1.3 All vacuum packaged foods shall be top quality, fresh and prepared in a sanitary method in order to reach optimum freshness.

12.0 SITE INSPECTIONS

12.1 A site inspection shall be performed prior to award of a contract where the food supporting this program will be prepared and packaged. The inspection will be conducted by the City of Houston Health Department. **Proposers may be given a list of violations if any are found by the Health Department. Proposer(s) shall provide a plan of action in their proposal.**

12.2 Adequacy of facilities, equipment and its staff to produce the required volume.

13.0 MEAL PREPARATION/PACKAGING

13.1 Packaging will be evaluated on a comparative basis, using the State's requirements and the specifications in the contract as a standard.

13.2 Adequacy of trucks and their refrigeration ability to maintain meals at the required temperature. If trucks are to be leased, the Proposer shall identify the leasing company and type of refrigeration truck that will be leased under 6.0.g of the Proposal Submission Package Checklist.

14.0 SAFETY

14.1 Within thirty (30) days after receipt of the Notice to Proceed (NTP), the Contractor shall submit an emergency procedures plan for the Department's approval. This plan shall contain procedures in advance for all foreseeable emergency situations including but not limited to, customer safety, personal injuries, sickness, rowdiness, vandalism, intoxication, fire smoke, power outage, etc.

14.2 The Contractor shall immediately report all accidents and safety incidents by telephone and/or E-mail to the Director or his/her designee. In addition, the Contractor shall report all accidents and safety incidents in writing to the Department within four (4) hours of constructive knowledge of said accidents or incidents arising out of or in connection with the services hereunder, which result in injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or damages are caused, the same shall be reported immediately by telephone to the Director or his/her designee.

14.3 The report shall include a complete description of the accident or safety incident including an explanation of what occurred, the probable cause and the actions taken by all parties and proposed follow-up action to minimize reoccurrence of the accident or incident. The Contractor shall also make available its employees to be interviewed by investigators of the accident or incident and to testify in any legal proceedings.

14.4 The Contractor shall meet all OSHA requirements for safety equipment.

14.5 The Contractor shall conduct monthly safety meetings with staff and provide documentation to the Director or his/her designee.

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15.0 TOOLS AND EQUIPMENT

- 15.1 The Contractor shall provide, at its own expense, all power tools, machines and equipment necessary to perform work as specified. All equipment must be maintained in first class condition to ensure safe and effective performance.

16.0 WORKMANSHIP

- 16.1 All work shall be performed in a professional manner and in accordance with the specifications.

17.0 METHOD OF PAYMENT

- 17.1 For and in consideration of the services to be performed under this contract, the City agrees to pay the Contractor; the Contractor agrees to accept the proposed pricing in accordance with this Contract as full compensation for all work performed during invoiced period.

- 17.2 An Original invoice plus 1 copy will be submitted for payment on a weekly basis to the Parks and Recreation Department.

- 17.2.3 To receive payment, the Contractor must submit original invoice and (1) copy as requested with supporting documentation on services performed. Invoice must display the Contract, and Service Release Order (SRO) numbers on all invoices submitted. If the Contractor has previously been paid for services that have been found deficient, defective or otherwise unacceptable, subsequent invoices may be adjusted accordingly. In such instances, the Parks and Recreation Department will provide the Contractor a written explanation for such adjustments.

Original invoice must be submitted to:

City of Houston Parks and Recreation Department
2999 S. Wayside, Gragg Building
Houston, Texas 77023
Attention: Accounts Payable

Copy of Invoice shall be mailed to:

City of Houston Parks and Recreation Department
2999 S. Wayside, Gragg Building
Houston, Texas 77023
Attention: Project Manager — Jefffield Jefferson

18.0 ALLOCATIONS SUPPORTING THIS PROGRAM

- 18.1 The City's duty to pay money to Contractor under the Summer Food Service program is limited in its entirety by the provisions of this section.

- 18.2 This Program is limited through the State Funding and shall be authorized at the time the State of Texas Department of Agriculture approves said funding and City Council approves the assignment of the contract. At no time is the vendor awarded a contract under this program authorized to exceed the awarded amount. If the Contractor exceeds the awarded amount, it shall be deemed by the State of Texas and the City of Houston that the services provided under the program is gratuitously provided by the Contractor.

- 18.3 This is a multi-year contract which consist of an initial one year term, plus four one Year options to extend to support the City's Summer Food program. If after the initial term of the contract the Director authorizes the extension of this Contract under the option provision,

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services release order/PO shall be authorized at the time the Texas Department of Agriculture approves said funding, and the City Council authorizes the increase of the State's approved funding to the Contract through an Amending Ordinance under/for said option period.

- 18.4 Notwithstanding any other provisions of this contract, the **Sponsor's** obligation to pay money to the contractor under this contract shall not exceed the amount, which the **Sponsor** receives in Federal funds to pay for the cost of food under this contract. In addition, the **Sponsor** shall have no obligation to pay the Contractor until such time as Federal Funds have been received by the **Sponsor** to pay for the food cost incurred under this contract
- 18.5 Any payment made to the Contractor which are determined to be ineligible and non-reimbursable by the agency or the U. S. Department of Agriculture due to action or inaction of Contractor to the Sponsor upon demand. This clause shall continue in full force and effect and survive the explanation of the term of this contract.

19.0 ADDITIONS AND DELETIONS

- 19.1 The City, by written notice from the City Purchasing Agent or the Director to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the Contract fee schedule.

20. ESTIMATED QUANTITIES NOT GUARANTEED:

- 20.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of Meals under Summer Food Program during the term of this Contract. The quantities may vary depending upon the actual needs of the Department(s). The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

21.0 WARRANTY OF SERVICES:

- 21.1 *Definitions:* "Acceptance" as used in this clause, means the act of unauthorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.

"Correction" as used in this clause, means the elimination of a defect.

- 21.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements

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of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

- 21.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

NOTE: Proposers are asked to reference these.

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PROGRAM SITES

SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: 552-T24171

<u>SITE NAME</u>	<u>SITE ADDRESS</u>	<u>CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>APPR</u> <u>MEAL</u>	<u>APPR</u> <u>SUPP</u>
AAMA-PARK PLAZA BLDG B-1	6001 GULF FRWY #102	HOUSTON	TX	77023	100	
ABC WORD ACADEMY	7350 T.C. JESTER	HOUSTON	TX	77088	50	50
ACRES HOMES MULTI-SERVICE CENTER	6719 W. MONTGOMERY RD.	HOUSTON	TX	77091	25	25
ALDINE YOUTH COMMUNITY CENTER	4700 ALDINE MAIL ROUTE	HOUSTON	TX	77039	90	90
ALIEF PARK COM CTR	11903 BELLAIRE	HOUSTON	TX	77072	150	170
ALLSTARS AFTERSCHOOL CLUB	675 RANKIN RD. (west)	HOUSTON	TX	77090	204	204
ALMEDA PARK APARTMENTS	10950 TANNER PARK COURT	HOUSTON	TX	77075	40	40
ALMEDA PARK COM CTR	14201 ALMEDA SCHOOL RD.	HOUSTON	TX	77047	65	65
APOSTOLIC FAITH CHURCH #2	8537 W. BELLFORT	HOUSTON	TX	77071	60	
ARROWOOD APARTMENTS	8304 SOUTH COURSE DR.	HOUSTON	TX	77072	30	30
ASBURY PARK APARTMENTS	6200 W. TIDWELL RD.	HOUSTON	TX	77092	70	70
ASCENSION CHINESE MISSION	4605 JETTY LANE	HOUSTON	TX	77072	90	90
ASPEN PARK APTS.	8811 BOONE RD.	HOUSTON	TX	77099	50	
ASPEN RIDGE APARTMENTS	10555 SPICE LN.	HOUSTON	TX	77072	200	200
AVALON BAY APARTMENTS	925 NORTHWOOD #7815	BAYTOWN	TX	77521	100	100
BEAR CREEK U.M.C.	16000 RIPPLING WATER RD	HOUSTON	TX	77084	125	125
BELLAVISTA BAPTIST CHURCH	803 EAST 36TH STREET	HOUSTON	TX	77022	125	125
BENEKE METHODIST CHURCH	9104 HARRELL	HOUSTON	TX	77093	150	150
BETHANY MISSIONARY BAPTIST SITE2	9002 SHADY DR.	HOUSTON	TX	77016	40	40
BTHELS FAMILY CHRISTIAN ACADEMY	14442 FONMEADOW DR.	HOUSTON	TX	77035	200	200
BEULAH LAND COMMUNITY CHURCH	3335 HOLMAN ST.	HOUSTON	TX	77004	30	
BEVERLY HILLS PARK COM CTR	10201 KINGSPPOINT RD	HOUSTON	TX	77075	30	30
BIBLE WAY FELLOWSHIP BAPTIST CH	10120 HARTSOOK	HOUSTON	TX	77034	100	100
BISSONNET GARDENS APARTMENTS	7500 BISSONNET	HOUSTON	TX	77074	100	100
BLUE TRIANGLE MCS	3005 MCGOWEN ST	HOUSTON	TX	77004	100	100
BOCA SPRINGS APARTMENTS	3777 S. GESSNER RD.	HOUSTON	TX	77063	25	
BOUND 4 GLORY MINISTRIES	4508 HWY. 6 NORTH	HOUSTON	TX	77084	70	70
BRADENS LEARNING ACADEMY	5802 TIDWELL	HOUSTON	TX	77016	35	35
BRAESCOURT APARTMENTS	8801 BRAESWOOD BLVD.	HOUSTON	TX	77014	50	50
BRANCH VILLAGE APARTMENTS	7601 CURRY RD.	HOUSTON	TX	77093	100	100
BRANDYWOOD COMMUNITY	6411 SPENCER HWY.	PASADENA	TX	77505	30	45
BRAYS OAKS VILLAGE APARTMENTS	8201 W. BELLFORT	HOUSTON	TX	77071	30	
BRENTWOOD CHURCH LEARNING CENTER	13033 LANDMARK	HOUSTON	TX	77045	50	50
BRIDGES COMMUNITY FRIENDS	15915 KUYKENDAHL #3000	HOUSTON	TX	77068	100	100
BRISTOL APARTMENTS	1303 GREENS PARKWAY	HOUSTON	TX	77067	30	30
BRITTMORE APARTMENTS	16101 IMPERIAL VALLEY DR.	HOUSTON	TX	77060	50	
BROADWAY BAPTIST TEMPLE	2103 BROADWAY	HOUSTON	TX	77012	200	200
BROMPTON SQUARE APARTMENTS	1323 WITTE RD.	HOUSTON	TX	77055	75	35
BURNETT BAYLAND PARK COM CTR	6200 CHIMNEY ROCK RD	HOUSTON	TX	77081	300	300
CADEE ACADEMY	3601 LYDIA	HOUSTON	TX	77021	50	50
CALVARY MISSIONARY CHURCH	2448 DALVIEW	HOUSTON	TX	77091	30	
CANDLELIGHT PARK COM CTR	1520 CANDLELIGHT	HOUSTON	TX	77018	70	70
CAPITAL ESTATES	506 S. AUSTIN	WEBSTER	TX	77598	50	50
CARLESTON ELEMENTARY	3010 HARKEY	PEARLAND	TX	77584	80	
CARVERDALE PARK COM CTR	9920 PORTO RICO	HOUSTON	TX	77041	35	35
CASA MIRANDA APARTMENTS	12261 FONDREN RD.	HOUSTON	TX	77035	50	50
CASE AFTERSCHOOL PROGRAM	6241 McHARD RD.	HOUSTON	TX	77053	95	95
CATHEDRAL ASSEMBLIES OF PRAYER	9636 COURT GLEN DR.	HOUSTON	TX	77099	50	50
CENTRO CRISTIANO DE VIDA ETERNA	8230 ANTOINE	HOUSTON	TX	77088	250	250

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CHAMPION TOWNHOMES ON THE GREEN	11201 VETERANS MEMORIAL	HOUSTON	TX	77067	40	40
CHANGE HAPPENS	3353 ELGIN	HOUSTON	TX	77004	55	55
CHARLTON PARK COM CTR	8200 PARK PLACE ST	HOUSTON	TX	77017	24	24
CHATEAUX CARMEL APTS.	6160 GLENMONT #187	HOUSTON	TX	77081	50	40
CHERRYHURST PARK COM CTR	1700 MISSOURI ST	HOUSTON	TX	77006	24	24
CHRIST HOLY TEMPLE DELIVERANCE	4101 CORTO ST.	HOUSTON	TX	77016	75	75
CHRISTA MCAULIFFE MIDDLE	16650 SOUTH POST OAK	HOUSTON	TX	77053	60	24
CHURCH OF THE NATIONS	14311 AUTO PARKWAY	HOUSTON	TX	77083	100	100
CHURCH ON THE ROCK KATY	433 S. BARKER CYPRESS	HOUSTON	TX	77094	50	
CITY OF WEBSTER REC. CENTER	311 PENNSYLVANIA AVE.	WEBSTER	TX	77598	70	70
CLARK PARK COM CTR	9718 CLARK RD	HOUSTON	TX	77076	100	100
CLAYTON HOMES APTS.	1919 RUNNELS	HOUSTON	TX	77003	125	125
CLEARWOOD VILLAS APTS.	9465 CLEARWOOD DR.	HOUSTON	TX	77075	50	35
CLEME MANOR APARTMENTS	5300 COKE	HOUSTON	TX	77020	100	100
CLINTON PARK COM CTR	200 MISSISSIPPI ST	HOUSTON	TX	77029	100	100
COLLINGHAM PARK APARTMENTS	10800 KIPP WAY	HOUSTON	TX	77099	75	
COLONIAL APARTMENTS	900 N. DURHAM	HOUSTON	TX	77008	75	50
COMM. PARTNERS EARLY DEVELOPMENT	4901 LOCKWOOD	HOUSTON	TX	77026	80	80
COMMUNITY FAMILY CENTERS	7524 AVENUE E.	HOUSTON	TX	77012	200	200
COOKIES-N-CREAM	3322 YELLOWSTONE BLVD.	HOUSTON	TX	77021	50	50
COOLWOOD APARTMENTS	777 COOLWOOD DR.	HOUSTON	TX	77013	35	35
COPPERTREE APARTMENTS	1415 W. GULFBANK	HOUSTON	TX	77088	200	200
CORAL HILLS APTS.	6363 BEVERLY HILL ST.	HOUSTON	TX	77057	75	
CORNERSTONE VICTORY CHRISTIAN	14648 WALTERS RD.	HOUSTON	TX	77068	50	50
COSTA VIZCAYA APARTMENTS	12020 N. GESSNER	HOUSTON	TX	77064	75	75
CREEKWOOD APARTMENTS	11911 N.W. FREEWAY	HOUSTON	TX	77092	50	50
CRESTMONT PARK COM CTR	5200 SELINSKY	HOUSTON	TX	77048	65	65
CROSBY PLAZA APARTMENTS	6616 FM 2100	CROSBY	TX	77532	85	85
CULLEN PARK APTS.	4700 WENDA ST	HOUSTON	TX	77033	50	50
CUNEY HOMES	3260 TRUXILLO ST	HOUSTON	TX	77004	150	150
D-SPOT	9745 BISSONNET	HOUSTON	TX	77036	175	175
DEERWOOD PINES APARTMENTS	414 MAXEY ROAD	HOUSTON	TX	77015	24	50
DENVER HARBOR PARK MSC	6402 MARKET ST.	HOUSTON	TX	77020	150	190
DESIGNED 2 DANCE	8229 ALMEDA RD.	HOUSTON	TX	77054	50	50
DEZAVALA COURT APARTMENTS	2 N. ATLANTIC ST.	BAYTOWN	TX	77520	35	35
DEZAVALA PARK COM CTR	907 76TH STREET	HOUSTON	TX	77012	100	100
DIAMOND RIDGE APTS.	6407 ANTOINE DR.	HOUSTON	TX	77091	40	40
DISCIPLES UNITED METHODIST	12410 HILLCROFT AVE	HOUSTON	TX	77035	25	25
DOMINION PREPARATORY SCHOOL	1023 PINEMONT DR.	HOUSTON	TX	77018	136	136
DUNCAN MEMORIAL CHURCH OF GOD	2222 LOCKWOOD DR.	HOUSTON	TX	77020	40	40
E.A. JONES ELEMENTARY	302 MARTIN LANE	MISSOURI	TX	77489	70	
EAST BETHEL BAPTIST CHURCH	5702 CALHOUN RD.	HOUSTON	TX	77021	75	75
EAST PARK BAPTIST CHURCH	8602 TIDWELL RD.	HOUSTON	TX	77028	25	25
EASTWOOD PARK COM CTR	5000 HARRISBURG	HOUSTON	TX	77011	75	100
EDGEWOOD PARK COM CTR	5803 BELLFORT	HOUSTON	TX	77033	65	70
EL OLEM WORD OF DELIVERANCE MINI	600 KENRICK DR. STE. C-32	HOUSTON	TX	77060	100	100
EMANCIPATION PARK COM CTR	3018 DOWLING	HOUSTON	TX	77004	100	100
EMERALD BAY APTS.	6767 BENNINGTON	HOUSTON	TX	77028	40	40
EWING APARTMENTS	1815 EWING 10B	HOUSTON	TX	77004	24	24
FAIR OAKS APARTMENTS	910 FAIR OAKS ST	HOUSTON	TX	77023	35	35
FAITH TEMPLE C.O.G.I.C.	7426 CURRY RD.	HOUSTON	TX	77093	60	60

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FAITH TEMPLE COGIC	3903 ENGLEWOOD	HOUSTON	TX	77026	50	
FALLBROOK APARTMENTS	201 Plaza Verde	HOUSTON	TX	77037	25	25
FALLBROOK COMM. DEVELOPMENT CTR.	12512 WALTERS RD.	SPRING	TX	77014	300	300
FIDELITY CHURCH OF CHRIST	140 FIDELITY	HOUSTON	TX	77029	50	
FIFTH WARD MULTI-SERVICE CENTER	4014 MARKET STREET	HOUSTON	TX	77020	50	50
FINNIGAN PARK COMMUNITY CENTER	4900 PROVIDENCE ST.	HOUSTON	TX	77020	50	75
FIRST METROPOLITAN CHURCH	8870 W. SAM HOU.PKWY.NORT	HOUSTON	TX	77064	100	100
FIRST OUTREACH M.B.CHURCH	16010 PLAYER ST.	HOUSTON	TX	77045	65	65
FONDE COMMUNITY CENTER	110 SABINE STREET	HOUSTON	TX	77007	200	200
FOREST GREEN TOWNHOMES	8945 FOREST HOLLOW	HOUSTON	TX	77078	40	40
FOREST LAWN MISSIONARY BAPTIST	5012 WEAVER RD.	HOUSTON	TX	77016	50	50
FORT ADOBE SPEECH & HEARING	806 ALFORD	BAYTOWN	TX	77520	25	25
FORT ADOBE SPEECH & HEARING #2	2500 MARKET ST.	BAYTOWN	TX	77520	25	25
FOUNTAINS AT TIDWELL COMM. CNTR.	2303 W. TIDWELL	HOUSTON	TX	77091	100	100
FREE INDEED CHURCH AND OUTREACH	7111 HOMESTEAD RD.	HOUSTON	TX	77028	50	50
FREED PARK COM CTR	6818 SHADYVILLA	HOUSTON	TX	77055	125	125
FRIENDSHIP MISSIONARY BAPTIST	4812 BENNINGTON	HOUSTON	TX	77016	40	40
FULTON VILLAGE	3300 ELSER	HOUSTON	TX	77009	50	50
GABLES AT RICHMOND APARTMENTS	3400 OCEE	HOUSTON	TX	77036	70	70
GARDEN VILLAS PARK COM CTR	6720 S. HAYWOOD	HOUSTON	TX	77061	100	100
GENTRY HOUSE APARTMENTS	9001 KEMPWOOD DR.	HOUSTON	TX	77080	50	50
GEORGE R. BROWN CONVENTION CNTR	1001 AVENIDA DE LAS AMER.	HOUSTON	TX	77010	500	
GESSNER PARK APARTMENTS	1776 N. GESSNER DR.	HOUSTON	TX	77080	30	
GETHSEMANE CHRISTIAN LEARNING	8775 FLAGSHIP	HOUSTON	TX	77029	50	
GLEN WILLOW APARTMENTS	10600 S. POST OAK	HOUSTON	TX	77035	75	75
GLORIOUS CHURCH OUTREACH CENTER	19612 DUNBAR AVE.	HUMBLE	TX	77338	60	60
GOD IS WORD MINISTRIES	9206 SANDRA ST.	HOUSTON	TX	77016	30	30
GOD'S GUIDING LIGHT CHRISTIAN CT	12808 CULLEN BLVD.	HOUSTON	TX	77047	100	100
GODS WAY C.O.G.I.C.	5110 TIDWELL RD.	HOUSTON	TX	77016	100	100
GODWIN PARK COM CTR	5101 RUTHERGLEN	HOUSTON	TX	77096	105	105
GOLDEN ACRES RECREATION CENTER	5001 OAK DR	PASADENA	TX	77503	56	56
GOOD HOPE BAPTIST CHURCH	3015 N. MacGREGOR WAY	HOUSTON	TX	77004	200	200
GOOD NEWS CHURCH/YOUTH NET	8400 BOONE BLD. B	HOUSTON	TX	77099	72	72
GOOD NEWS HELPING HANDS OUTREACH	5716 LAVENDER ST.	HOUSTON	TX	77026	25	25
GOSPEL TEMPLE C.O.G.I.C.	3702 LOS ANGELES ST.	HOUSTON	TX	77026	25	25
GRACE CAREER INSTITUTE	1126 WEST TIDWELL	HOUSTON	TX	77091	80	
GRACE COMMUNITY FELLOWSHIP	8636 SCOTT ST.	HOUSTON	TX	77051	75	75
GRACE COMPUTER LAB	11111 WEST MONTGOMERY	HOUSTON	TX	77086	50	50
GRACE TRINITY M.B. CHURCH	2823 COLLINGSWORTH	HOUSTON	TX	77026	50	50
GREATER CROSBY TEMPLE CHURCH	219 W. FIRST ST.	CROSBY	TX	77532	75	75
GREATER LAW MEMORIAL CHURCH	4807 WAYNE ST.	HOUSTON	TX	77026	30	30
GREATER PARK HILL BAPTIST CHURCH	7809 WINSHIP ST	HOUSTON	TX	77028	50	50
GREATER ST. MATTHEW	14919 S. MAIN	HOUSTON	TX	77035	150	150
GREATER ST. MATTHEW #2	7701 JUTLAND	HOUSTON	TX	77033	150	
GREATER ST. PAUL M.B.C.	3609 BROYLES	HOUSTON	TX	77026	60	60
GREATER TRUE LIGHT M.B.C.	6828 ANNUNCIATION	HOUSTON	TX	77016	30	30
GREATER ZION CHURCH	3201 TRULLEY ST	HOUSTON	TX	77004	75	
GREENSPPOINT CHRISTIAN ACADEMY	11703 WALTERS RD.	HOUSTON	TX	77067	50	40
GREENWOOD FOREST COMMUNITY CTR.	12820 GREENWOOD FOREST DR	HOUSTON	TX	77066	50	50
GULF COAST ARMS APARTMENTS	6603 HIRSCH RD	HOUSTON	TX	77026	80	80
GULFTON APARTMENTS	7651 GULFTON RD	HOUSTON	TX	77036	100	100

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GULFTON PROMISE SCHOOL	6615 ROOKIN ST.	HOUSTON	TX	77074	170	170
HACKBERRY PARK COM CTR	7777 DAIRY ASHFORD	HOUSTON	TX	77072	100	100
HARBACH RIPLEY HOUSE	6225 NORTHDAL RD	HOUSTON	TX	77087	150	150
HARBORTREE APARTMENTS	17700 EL CAMINO REAL	HOUSTON	TX	77058	24	24
HARTMAN PARK COM CTR	9311 E. AVENUE P	HOUSTON	TX	77012	75	75
HAVERSTOCK HILL APARTMENTS	5619 ALDINE BENDER RD	HOUSTON	TX	77032	60	60
HEATHERBROOK APARTMENTS	2000 TIDWELL	HOUSTON	TX	77093	50	50
HELPING HANDS SPECIALIZED TUTOR	322 1/2 PRESENT ST.	STAFFORD	TX	77477	50	50
HESTER HOUSE	2020 SOLO	HOUSTON	TX	77020	100	100
HIGHLAND PARK COM CTR	3316 DESOTO	HOUSTON	TX	77091	80	80
HIRAM CLARKE MULTI-SERVICE CTR.	3810 W. FUQUA	HOUSTON	TX	77045	50	50
HISTORIC OAKS OF ALLEN PARKWAY	1600 ALLEN PARKWAY	HOUSTON	TX	77019	25	25
HOA HAU BUDDHIST CONGREGATIONAL	13627 TONNOCHY DR.	HOUSTON	TX	77083	30	30
HOBART TAYLOR PARK COM CTR	8100 KENTON	HOUSTON	TX	77028	60	60
HOLY NAME CHURCH	1912 MARION ST.	HOUSTON	TX	77009	50	50
HOUSE OF CHARITY	2800 ANTOINE STE. 2884 A.	HOUSTON	TX	77092	40	40
HOUSE OF PRAYER OUTREACH	6101 LAURA KOPPE	HOUSTON	TX	77016	50	50
HOUSEHOLD OF FAITH CHURCH	130 W.LITTLE YORK	HOUSTON	TX	77076	60	60
HOUSTON ASTROS MLB URBAN YOUTH	2801-S. VICTORY DR.	HOUSTON	TX	77088	125	125
HOUSTON C.U.P. CENTER	149 WINKLER DR.	HOUSTON	TX	77087	75	
HOUSTON INSTITUTE FOR CULTURE	708 TELEPHONE RD.	HOUSTON	TX	77023	50	30
HOUSTON OUTDOOR LEARNING ACADEMY	2731 HOUSTON AVENUE	HOUSTON	TX	77009	25	25
HOUSTON SOUTHSIDE COMM. CENTER	7210 PEERLESS	HOUSTON	TX	77021	50	50
HUMBLE BEGINNERS DAYCARE ACADEMY	3713 SAYERS ST.	HOUSTON	TX	77026	65	65
HUMBLE MIDDLE SCHOOL	11207 WILL CLAYTON PKWY	HUMBLE	TX	77346	65	
IDLEWILDE APARTMENTS	9915 FM 1960 W.	HOUSTON	TX	77070	25	25
IGLESIA EVANGELICA ADULAM	7530 DILLON ST.	HOUSTON	TX	77061	40	30
IGLESIA PENTECOSTES GETSEMANI	5921 EAST HOUSTON RD.	HOUSTON	TX	77028	75	
IGLESIA RIOS DE ACEITE	12500 CORONA LN.	HOUSTON	TX	77072	100	100
IN HIS IMAGE COVENANT CHURCH	425 ALDINE BENDER #C	HOUSTON	TX	77060	95	95
INDEPENDENCE HGTS. PARK COM CNT	603 EAST 35TH STREET	HOUSTON	TX	77022	100	100
INDIA HOUSE URBAN YOUTH PROGRAM	8888 WEST BELLFORT	HOUSTON	TX	77031	70	70
INGRANDO PARK COM CTR	7302 KELLER st	HOUSTON	TX	77012	65	65
INTERNATIONAL WORD OUTREACH CH	8001 B. SOUTH KIRKWOOD	HOUSTON	TX	77072	150	150
IRVINGTON VILLAGE APARTMENTS	2901 FULTON #432	HOUSTON	TX	77009	75	75
J.J. ROBERSON FAMILY LIFE CENTER	4810 REDBUD ST	HOUSTON	TX	77033	75	75
JADESTONE APARTMENTS	7520 COOK RD.	HOUSTON	TX	77072	50	50
JAW ASPEN APARTMENTS	6150 W. TIDWELL	HOUSTON	TX	77092	70	50
JEFFERSON HOUSE APTS.	6200 GULFTON	HOUSTON	TX	77081	45	45
JENNIE RILEY CENTER	322 N. 4TH STREET	LA PORTE	TX	77571	50	50
JUDSON ROBINSON JR. PARK COM CTR	2020 HERMANN DRIVE	HOUSTON	TX	77004	300	300
JUDSON ROBINSON SR. PARK COM CTR	1422 LEDWICKE	HOUSTON	TX	77029	50	50
KASHMERE MULTI-SERVICE CENTER	4802 LOCKWOOD DR.	HOUSTON	TX	77026	100	100
KELLY VILLAGE	3118 GREEN	HOUSTON	TX	77020	50	50
KENDALL PARK COM CTR	609 N ELDRIDGE PARKWAY	HOUSTON	TX	77079	70	70
KENNEDY PLACE	3100 GILLESPIE	HOUSTON	TX	77020	60	60
KINGDOM BUILDING FELLOWSHIP CH	4422 BALKIN ST.	HOUSTON	TX	77021	24	24
KINGS ROW APTS	4141 BARBERRY DR	HOUSTON	TX	77051	100	60
KOINONIA COMMUNITY CENTER	3229-A HADLEY	HOUSTON	TX	77004	50	50
KUK SOOL WON CHILD CARE	2827 N. ALEXANDER ST	BAYTOWN	TX	77520	45	45
L & S SMALL WORLD ACADEMY	401 W. DONOVAN ST	HOUSTON	TX	77091	60	60

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LA CASITA APTS.	313 SUNNYSIDE ST.	HOUSTON	TX	77076	100	100
LAFAYETTE GREEN APARTMENTS	8327 W. TIDWELL	HOUSTON	TX	77040	60	60
LAFAYETTE VILLAGE APARTMENTS	4822 E. HOUSTON PARKWAY N	HOUSTON	TX	77015	45	45
LAKE HOUSTON WILDERNESS PARK	22031 BAPTIST ENCAMPMENT	NEW CANEY	TX	77357	50	
LAKECREST VILLAGE APTS.	9393 TIDWELL RD.	HOUSTON	TX	77078	40	40
LAKEWOOD PARK COM CTR	8811 FELAND ST	HOUSTON	TX	77028	70	70
LANGSTON FAMILY CENTER	2814 QUITMAN ST	HOUSTON	TX	77026	50	50
LANDSDALE PARK COM CTR	8201 ROOS	HOUSTON	TX	77036	150	150
LAPORTE NEIGHBORHOOD CENTERS	526 SAN JACINTO	LaPORTE	TX	77571	60	60
LAS VILLAS APARTMENTS	2724 BROADWAY ST.#111	HOUSTON	TX	77017	50	
LAWHON ELEMENTARY	5810 BROOKSIDE RD.	PEARLAND	TX	77581	50	
LEGACY LEARNING ACADEMY	1309 S. SHEPHERD DR.	HOUSTON	TX	77019	30	30
LIGHT CHRISTIAN ACADEMY #2	14415 FONDREN	MISSOURI	TX	77489	80	80
LINCOLN CITY PARK COM CNT	979 GRENSHAW	HOUSTON	TX	77088	100	100
LINCOLN PARK APTS.	790 W. LITTLE YORK	HOUSTON	TX	77091	75	75
LINH SON TEMPLE	13506 ANN LOUISE	HOUSTON	TX	77086	50	50
LINKWOOD PARK COM CTR	3699 NORRIS ST	HOUSTON	TX	77025	70	70
LITTLE NELL APTS.	8565 W. SAM HOUSTON PKWY.	HOUSTON	TX	77099	50	50
LIVING FAITH BAPTIST CHURCH	4310 HOLLOWAY DR.	HOUSTON	TX	77047	60	60
LIVING WORD CHRISTIAN ACADEMY	6601 ANTOINE DR	HOUSTON	TX	77091	125	125
LIVING WORD CHRISTIAN CENTER	15502 SILVER RIDGE DR.	HOUSTON	TX	77090	300	300
LIVING WORD FAITH CENTER	7900 WEST FUQUA	MISSOURI	TX	77489	100	75
LONG POINT BAPTIST CHURCH	8009 LONG POINT	HOUSTON	TX	77055	50	
LOS PRADOS	125 DYNA DR.	HOUSTON	TX	77060	50	50
LOVE PARK COM CTR	1000 WEST 12TH STREET	HOUSTON	TX	77007	70	70
LOVING CARE PRIVATE SCHOOL	5301 ANZIO RD.	HOUSTON	TX	77033	100	100
LUDINGTON APARTMENTS	6655 LUDINGTON	HOUSTON	TX	77071	45	45
LUXOR PARK APARTMENTS	5801 W. SUNFOREST	HOUSTON	TX	77092	25	25
MAGNOLIA MULTI-SERVICE CENTER	7037 CAPITOL ST.	HOUSTON	TX	77011	70	70
MANSIONS AT TURKEY CREEK	20919 BIRNAWOOD BLVD.	HUMBLE	TX	77338	50	
MARANATHA CHURCH	9122 BRANDON ST.	HOUSTON	TX	77051	100	100
MARIAN PARK COM CTR	11101 S. GESSNER	HOUSTON	TX	77071	220	220
MARINETTE GARDENS APARTMENTS	6203 MARINETTE DR.	HOUSTON	TX	77036	159	159
MARK VI APARTMENTS	5606 BISSONNET	HOUSTON	TX	77081	40	40
MARY OLIVE MBC	2804 MCGOWEN AVE.	HOUSTON	TX	77004	50	50
MASON PARK COM CTR	541 SOUTH 75TH STREET	HOUSTON	TX	77023	100	125
MATTHEW RIDGE APARTMENTS	14551 BEECHNUT ST.	HOUSTON	TX	77083	36	36
MEADOWCREEK PARK COM CTR	5333 BERRY CREEK ST	HOUSTON	TX	77017	55	55
MECA	1900 KANE	HOUSTON	TX	77007	100	100
MELROSE PARK COM CTR	1001 CANINO	HOUSTON	TX	77076	100	100
MINISTERIO JESUCRISTO ES EL SENO	17577 IMPERIAL VALLEY DR.	HOUSTON	TX	77060	100	100
MISSION FALLS APARTMENTS	10445 GREENS CROSSING BLV	HOUSTON	TX	77038	50	50
MISSION WOODS APARTMENTS	25469 BOROUGH PARK DR.	SPRING	TX	77380	70	70
MONTIE BEACH PARK COM CTR	915 NORTHWOOD	HOUSTON	TX	77009	60	60
MOODY PARK COM CTR	3725 FULTON	HOUSTON	TX	77009	75	75
MOUNTAIN TOP LEARNING CENTER	8420 ALMEDA GENOA	HOUSTON	TX	77075	65	65
MT. ARARAT ACADEMY	5739 W MONTGOMERY RD	HOUSTON	TX	77091	100	100
NCI CLEVELAND RIPLEY	720 FAIRMONT PKWY.	PASADENA	TX	77504	100	100
NCI RIPLEY HOUSE	4410 NAVIGATION BLVD.	HOUSTON	TX	77011	150	150
NEHEMIAH COMMUNITY CHURCH	6824 EASTWOOD	HOUSTON	TX	77021	40	40
NEW BEGINNINGS CHURCH SUPERNATUR	10921 FOY ST.	HOUSTON	TX	77093	25	25

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NEW BRIGHT STAR M.B. CHURCH	4402 IDAHO ST.	HOUSTON	TX	77021	50	50
NEW COMMUNITY BAPTIST CHURCH	9005 N. WAYSIDE	HOUSTON	TX	77028	200	200
NEW COVENANT CHRISTIAN DAYCARE	10603 BLACKHAWK BLVD.	HOUSTON	TX	77089	59	59
NEW CREATION CHRISTIAN CENTER	6099 ROMONA BLVD.	HOUSTON	TX	77086	100	100
NEW ERA BAPTIST CHURCH	2928 GRASSMERE ST	HOUSTON	TX	77051	200	200
NEW HARVEST CHURCH	1300 HUGH RD.	HOUSTON	TX	77067	50	
NEW LIGHT BAPTIST CHURCH	8005 FOUNTAIN ST.	HOUSTON	TX	77051	75	
NEW OASIS OF FAITH CHURCH	8600 SWEETWATER LANE	HOUSTON	TX	77037	100	100
NEW PLEASANT GROVE BAPTIST CHURCH	3221 BAIN STREET	HOUSTON	TX	77026	30	30
NEW PROMISE LAND CHURCH	11631 W. MONTGOMERY RD.	HOUSTON	TX	77086	65	65
NEW PROVIDENCE MISS. BAPTIST	3302 SIMMONS ST.	HOUSTON	TX	77004	25	25
NEW PURITY M.B. CHURCH	8916 GRADY ST.	HOUSTON	TX	77016	75	75
NORTH CENTRAL CHRISTIAN ACADEMY	2102 TIDWELL RD.	HOUSTON	TX	77093	75	75
NORTH SHORE COMM. FELLOWSHIP	444 MAXEY RD.	HOUSTON	TX	77013	75	75
NORTH STAR BAPTIST CHURCH	908 W. 19TH ST.	HOUSTON	TX	77008	40	40
NORTHLAND BAPTIST CHURCH	5606 HOPPER RD.	HOUSTON	TX	77016	125	75
NORTHSHORE MEADOWS APTS.	333 UVALDE	HOUSTON	TX	77015	25	25
NORTHSIDE ANTIOCH M.B. CHURCH	1814 CARR ST.	HOUSTON	TX	77026	40	
NORTHWOOD VILLAS APARTMENTS	5005 ALDINE MAIL RT.	HOUSTON	TX	77039	150	150
NUBIA SQUARE APARTMENTS	3711 SOUTHMORE BLVD	HOUSTON	TX	77004	25	
OAK ARBOR TOWNHOMES	310 BERRY RD.	HOUSTON	TX	77022	35	35
OAKMOOR APARTMENTS HOMES	11900 OAKMOOR PARKWAY	HOUSTON	TX	77051	34	24
OAKWOOD GARDENS CONDOS	5625 ANTOINE	HOUSTON	TX	77091	50	50
ODELL HARRISON RECREATION	415 DELTA ST.	PASADENA	TX	77506	40	60
ON TRACK BAPTIST CHURCH	3401 LIBERTY RD	HOUSTON	TX	77026	50	50
ONE WESTFIELD LAKE APTS.	2800 HIRSCHFIELD RD.#79	SPRING	TX	77373	24	
OPEN DOOR MINISTERIES	7138 KASSARINE PASS	HOUSTON	TX	77033	30	30
OXFORD PLACE APARTMENTS	605 BERRY RD.	HOUSTON	TX	77022	50	50
PABA COMMUNITY CENTER	3212 DOWLING	HOUSTON	TX	77004	40	40
PARK AT FALLBROOK	10155 BAMMEL N. HOUSTON	HOUSTON	TX	77086	40	40
PARK AT HUMBLE	9390 FM 1960 WEST BYPASS	HUMBLE	TX	77338	80	
PARK AT NORTH VISTA	311 NORTH VISTA DRIVE	HOUSTON	TX	77083	50	50
PARKSIDE POINT	3360 ALICE STREET	HOUSTON	TX	77021	50	53
PENINSULA PARK APARTMENTS	4855 W. FUQUA	HOUSTON	TX	77045	30	
PETER C. FOGO RECREATION CENTER	914 HART ST.	PASADENA	TX	77506	48	48
PILGRIM DAYCARE	3115 BLODGETT	HOUSTON	TX	77004	24	24
PINECREST PRESBYTERIAN CHURCH	4913 MARKET ST.	HOUSTON	TX	77020	30	30
PINEFOREST PARK APTS. CLUBHOUSE	5959 PINEMONT	HOUSTON	TX	77092	300	300
PINNACLE APARTMENTS	10451 HUFFMEISTER	HOUSTON	TX	77065	25	
PLATOU COM CTR	11655 CHIMNEY ROCK	HOUSTON	TX	77035	100	100
POSITIVE STEPS LEARNING CENTER	11340 FONDREN RD.	HOUSTON	TX	77035	55	55
POSSIBILITY ASSEMBLY	8510 W. BELLFORT AVE.	HOUSTON	TX	77071	150	150
PRAISE N MOTION DANCE CENTER	3333 FANNIN ST.	HOUSTON	TX	77004	75	75
PRINCE RECREATION CENTER	3000 JENSEN DR.	HOUSTON	TX	77026	50	50
PROCTOR PLAZA PARK COM CTR	803 W. TEMPLE	HOUSTON	TX	77009	70	70
PROGRESSIVE MISSIONARY BAPTIST	944 REV.B.J. LEWIS DR.	HOUSTON	TX	77088	100	100
PROMISE LAND CHRISTIAN WORSHIP	14567 SOUTH MAIN ST.	HOUSTON	TX	77035	50	50
PROVIDENCE MISSIONARY BAPTIST CH	111 W. LITTLE YORK RD.	HOUSTON	TX	77076	65	65
PURE LIGHT MISSIONARY BAPTIST	5208 NOBLE ST.	HOUSTON	TX	77020	50	
QUAIL CHASE CENTER	500 AIRTEX BLVD.	HOUSTON	TX	77090	24	24
QUAIL MEADOWS APARTMENTS	10201 TELEPHONE RD.#227	HOUSTON	TX	77075	75	75

SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: 552-T24171

R.A.P.H.A. (UNITY WORSHIP CTR #2	7003 ADDICKS CLODINE	HOUSTON	TX	77083	60	60
R.A.P.H.A. (UNITY WORSHIP CTR.)	8515 BROOKWULF	HOUSTON	TX	77072	50	50
RAINY MEADOWS APARTMENTS	12345 BOB WHITE	HOUSTON	TX	77035	75	75
RANCHO VERDE APARTMENTS	6000 SUNFOREST	HOUSTON	TX	77092	25	25
RCCG ISAAC GENERATION	10330 SUGAR BRANCH DR.	HOUSTON	TX	77036	50	50
RCCG RESTORATION CHAPEL	13406 BEECHNUT ST.	HOUSTON	TX	77083	400	400
REGENCY PARK APARTMENTS	10600 SOUTHDOWN TRACE TRL	HOUSTON	TX	77034	37	37
REGENCY SQUARE APARTMENTS	7222 BELLERIVE #703	HOUSTON	TX	77036	70	70
REMINGTON COURT	11490 HARWIN	HOUSTON	TX	77072	40	40
RESTORATION CHRISTIAN ACADEMY	6706 WEST AIRPORT BLVD.	HOUSTON	TX	77071	50	50
RICHMOND CHASE APARTMENTS	8155 RICHMOND AVE.	HOUSTON	TX	77063	24	
RILEY CHAMBERS COMMUNITY CENTER	808 1/2 MAGNOLIA	CROSBY	TX	77532	100	100
RISING SUNSHINE C.D.C. INC.	611 WESTBURY SQUARE	HOUSTON	TX	77035	50	50
RIVER OAKS PARK COM CTR	3600 LOCKE LANE	HOUSTON	TX	77027	100	100
RIVERBROOK APARTMENTS	9507 SCOTT ST.	HOUSTON	TX	77051	75	75
ROSA'S SCHOOL	1207 DOLLY WRIGHT ST.	HOUSTON	TX	77088	40	
RUSK RECREATION CENTER	708 WITTER ST.	PASADENA	TX	77506	24	36
SADDLEWOOD APARTMENTS	9955 Bammel NORTH HOUSTON	HOUSTON	TX	77086	24	
SAGEMONT PARK COM CTR	11507 HUGHES RD	HOUSTON	TX	77089	80	80
SAGO PALMS APARTMENTS	13502 NORTHBOROUGH DR.	HOUSTON	TX	77067	50	
SALVATION ARMY-ALDINE WESTFIELD	2600 ALDINE WESTFIELD	HOUSTON	TX	77093	100	100
SALVATION ARMY-GARDEN CITY	9717 W.MONTGOMERY RD.	HOUSTON	TX	77088	200	200
SALVATION ARMY-IRVINGTON	4516 IRVINGTON	HOUSTON	TX	77009	100	100
SALVATION ARMY-NORTHWEST	12507 WINDFERN	HOUSTON	TX	77064	150	150
SALVATION ARMY-PASADENA BRANCH	2732 CHERRYBROOK LANE	PASADENA	TX	77501	60	60
SECOND CHRISTIAN CHURCH	606 MOODY STE A	HOUSTON	TX	77009	50	50
SETTEGAST HEIGHTS APARTMENTS	7373 N. WAYSIDE	HOUSTON	TX	77028	65	65
SETTEGAST PARK COM CTR	3000 GARROW ST	HOUSTON	TX	77003	80	80
SEVILLE PLACE ACTIVITY CENTER	3701 LUELLA BLVD.	LA PORTE	TX	77571	25	
SHADOW RIDGE APARTMENT HOMES	12203 OLD WALTERS RD.	HOUSTON	TX	77014	40	40
SHADY LANE PARK COM CTR	10220 SHADY LANE	HOUSTON	TX	77093	45	45
SHAPE COMMUNITY CENTER INC.	3815 LIVE OAK	HOUSTON	TX	77004	75	100
SHARPSTOWN PARK COM CTR	6600 HARBOR TOWN	HOUSTON	TX	77036	150	150
SHELTERING HARBOUR	18722 TOMATO	SPRING	TX	77379	65	
SHOREHAM APARTMENTS	2450 ALDINE WESTFIELD RD.	HOUSTON	TX	77093	25	25
SOUTHEAST COMMUNITY CHURCH	10413 ASHVILLE DR.	HOUSTON	TX	77051	60	60
SOUTHSIDE ACADEMY	13835 BUXLEY ST	HOUSTON	TX	77045	30	30
SOUTHWEST MULTI-SERVICE CENTER	6400 HIGH STAR	HOUSTON	TX	77074	50	50
SPECIAL EVENTS		HOUSTON	TX	77000	5000	5000
SPECIAL EVENTS 2		HOUSTON	TX	77000	5000	3000
SPECIAL EVENTS 3		HOUSTON	TX	77000	5000	3000
SPECIAL EVENTS 4		HOUSTON	TX	77000	5000	3000
SPECIAL EVENTS 5		HOUSTON	TX	77000	5000	3000
SPRING HILL APTS.	4200 W. 34TH	HOUSTON	TX	77092	60	
ST. FRANCIS OF ASSISI SCHOOL	5100 DABNEY ST.	HOUSTON	TX	77026	70	70
ST. JAMES SCHOOL	3129 SOUTHMORE	HOUSTON	TX	77004	50	50
ST. JOHN'S ACADEMY	2019 CRAWFORD	HOUSTON	TX	77002	100	100
ST. MARY'S CATHOLIC MONTESSORI	3002 ROSEDALE	HOUSTON	TX	77004	70	70
ST. PAUL M.B.C.	4702 IRELAND	HOUSTON	TX	77016	100	100
ST. PAUL UNITED METHODIST CHURCH	426 BOOKER ST.	SPRING	TX	77373	100	70
ST. RAPHAEL THE ARCHANGEL	3915 OCEE ST.	HOUSTON	TX	77063	70	

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SOLICITATION NO.: 552-T24171

STARLIGHT MISSIONARY BAPTIST CH	8226 GRANDVIEW ST.	HOUSTON	TX	77051	50	50
STERLINGSHIRE APARTMENTS	9002 STERLINGSHIRE	HOUSTON	TX	77078	100	50
STONEHAVEN APARTMENTS	6419 SKYLINE DR.	HOUSTON	TX	77057	100	100
STUDE PARK COM CTR	1031 STUDE	HOUSTON	TX	77007	75	90
SUNNYSIDE MULTI-SERVICE CENTER	4605 WILMINGTON	HOUSTON	TX	77051	30	30
SUNNYSIDE PARK COM. CTR.	3502 BELLFORT	HOUSTON	TX	77051	125	125
SWEETWATER POINT APARTMENTS	7909 S.SAM HOUSTON PKWY E	HOUSTON	TX	77075	40	40
SWINDLE/CLOVERLAND PARK COM. CTR	11800 SCOTT	HOUSTON	TX	77047	100	100
SWINEY PARK COM. CTR.	2812 CLINE	HOUSTON	TX	77020	65	65
TABERNACLE OF PRAISE FAMILY WORS	8814 TIDWELL DR.	HOUSTON	TX	77078	80	
TALENTO BILINGUE	333 S.JENSEN	HOUSTON	TX	77003	80	95
TALL TIMBERS LEASING OFFICE	13155 WOODFOREST BLVD.	HOUSTON	TX	77015	40	40
THE CATHOLIC COMM. OF ST. LUKE	11011 HALL RD.	HOUSTON	TX	77089	50	50
THE CHURCH ON HOLMAN ST.	3276 HOLMAN ST.	HOUSTON	TX	77004	38	38
THE CHURCH WITHOUT WALLS	5725 QUEENSTONE BLVD	HOUSTON	TX	77084	200	200
THE CRAYON CLUB	12822 ROBERT E. LEE RD.	HOUSTON	TX	77044	130	130
THE D.O.G. HOUSE CHURCH	11010 PERRY RD.	HOUSTON	TX	77064	75	75
THE ENCLAVE @ COPPERFIELD	15503 F.M. 529	HOUSTON	TX	77095	35	35
THE GREENHOUSE LEARNING CENTER	10614 SABO RD.	HOUSTON	TX	77089	90	90
THE HAWTHORNE APARTMENTS	15770 BELLAIRE BLVD.#1111	HOUSTON	TX	77083	35	
THE HOUSE OF AMOS	8030 BOONE RD	HOUSTON	TX	77072	70	
THE IMANI SCHOOL	12401 S.OST OAK RD.	HOUSTON	TX	77045	150	150
THE LIGHT OF THE WORLD CHRISTIAN	16161 OLD HUMBLE RD.	HUMBLE	TX	77369	75	35
THE MAINSTREAM CONNECTION	201 EAST 9TH ST.	HOUSTON	TX	77007	75	75
THE MASTER'S VESSEL MINISTRY	10119 BELNAP RD.	SUGARLAND	TX	77489	50	50
THE MINT RESOURCE CENTER	6700 S. DAIRY ASHFORD#409	HOUSTON	TX	77072	35	
THE MISSION OF YAHWEH	10247 ALGIERS	HOUSTON	TX	77041	50	50
THE PARK AT FORT BEND	3001 DOVE COUNTRY DR.	STAFFORD	TX	77477	50	50
THE PEOPLE HOME & FOREIGN MISSIO	7825 HANNA ST.	HOUSTON	TX	77028	72	72
THE ROCK MINISTRIES	14814 LEE RD.	HUMBLE	TX	77396	150	150
THE VILLAS AT SHAVER	3271 SOUTH SHAVER ST	HOUSTON	TX	77034	50	50
THE WHALE CHURCH	706 CURTIN AVE.	HOUSTON	TX	77018	30	30
THIRD WARD MULTI-SERVICE CENTER	3611 ENNIS	HOUSTON	TX	77004	30	30
TIDWELL COMMUNITY CENTER	9720 SPAULDING	HOUSTON	TX	77016	120	120
TIDWELL ESTATES COMM. CENTER	1200 W. TIDWELL	HOUSTON	TX	77091	100	100
TIERRA DEL SOL APARTMENTS	8000 COOK RD.	HOUSTON	TX	77072	40	40
TIMBER POINT APARTMENTS	5900 GREENS RD.	HUMBLE	TX	77396	40	40
TIMBER RUN APARTMENTS HOMES	3030 HIRSCHFIELD RD.	SPRING	TX	77373	30	30
TOMB OF JESUS CHURCH	14000 CHRISMAN RD.	HOUSTON	TX	77039	35	
TOWER OF PRAYER DAYCARE CENTER	783 COUNTRY PLACE DR.	HOUSTON	TX	77079	100	100
TOWNWOOD PARK COM CTR	3403 SIMSBROOK	HOUSTON	TX	77045	96	96
TRINITY GARDEN CHURCH OF CHRIST	7725 A SANDRA ST.	HOUSTON	TX	77016	50	
TRINITY GARDEN FIRST BAPTIST CH	6610 WILEYVALE	HOUSTON	TX	77028	50	
TRINITY UNITED METHODIST CHURCH	2600 HOLMAN	HOUSTON	TX	77004	70	70
TRUE GRACE BIBLE CHURCH	17370 WEST LITTLE YORK RD	HOUSTON	TX	77084	60	60
TRUE LOVE MISSIONARY BAPTIST	6209 W. MONTGOMERY	HOUSTON	TX	77091	24	24
TRUTH LIFE & WORD COMMUNITY CTR.	11131 HOMESTEAD	HOUSTON	TX	77016	50	50
TUFFLY PARK COM. CTR.	3200 RUSSELL	HOUSTON	TX	77026	30	50
TWIN OAKS COMM. CENTER	3222 PASADENA BLVD	Pasadena	TX	77503	100	
UNITED BIBLE FELLOWSHIP	12539 CUTTEN RD.	HOUSTON	TX	77066	43	88
UNIVERSITY OF HOUSTON-DOWNTOWN	1 MAIN ST. SUITE S-722	HOUSTON	TX	77002	170	

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SOLICITATION NO.: 552-T24171

UPLIFT 4TH WARD CDC	1106 VALENTINE ST	HOUSTON	TX	77016	25	25
UVALDE RANCH APTS.	5300 S.LAKE HOUSTON PKWY.	HOUSTON	TX	77049	30	
VICTORY PLACE APARTMENTS	1520 BAILEY ST	HOUSTON	TX	77019	24	24
VICTORY PREPARATORY ACADEMY	2903 JENSEN DR.	HOUSTON	TX	77026	120	
VICTUAL EVENT ROOM	3814 LYONS AVE.	HOUSTON	TX	77020	40	40
VILLA AMERICANA APTS.	5901 SELINSKY ST	HOUSTON	TX	77048	125	
VILLA ANITA APARTMENTS	5757 GUHN RD.	HOUSTON	TX	77040	166	166
VILLA DEL SOL APARTMENTS	4000 HOLLISTER ST	HOUSTON	TX	77080	100	50
VILLA SIERRA APARTMENTS	550 NORMANDY	HOUSTON	TX	77015	40	40
VILLAGE PARK APTS.	8701 HAMMERLY	HOUSTON	TX	77080	100	
VINEYARD PLACE MINISTRIES	5757 RANCHESTER DR.STE100	HOUSTON	TX	77036	100	100
VISIONS OF ROSE	11315 FONDREN RD.#602	HOUSTON	TX	77035	100	100
VISTA DEL SOL APARTMENTS	701 PRESTON AVE.	PASADENA	TX	77503	80	80
WATERFORD PLACE APARTMENTS	3125 CRESTDALE DR.	HOUSTON	TX	77080	50	
WELLINGTON PARK APARTMENTS	9100 MILLS RD.	HOUSTON	TX	77070	40	
WESLEY COMMUNITY CENTER	1410 LEE ST.	HOUSTON	TX	77009	50	50
WESLEY GARDENS APT.	8700 GUSTINE LANE	HOUSTON	TX	77031	40	40
WESLEY SQUARE APARTMENTS	7402 CALHOUN	HOUSTON	TX	77033	75	
WESTWARD SQUARE APTS.	6233 GULFTON	HOUSTON	TX	77081	150	
WILCREST BAPTIST CHURCH	10800 SHARPVIEW DR.	HOUSTON	TX	77072	80	80
WILLOW CREEK COMMUNITY CENTER	7575 OFFICE CITY DRIVE	HOUSTON	TX	77012	150	125
WILMINGTON HOUSE	4110 WILMINGTON #137	HOUSTON	TX	77051	50	50
WINDFERN POINTE APARTMENTS	9515 W. GULF BANK	HOUSTON	TX	77040	65	65
WINDSHIRE APARTMENTS	4415 SOUTH SHAVER	PASADENA	TX	77504	40	40
WINDSOR VILLAGE KINGDOM BUILDERS	6011 W. OREM DR.	HOUSTON	TX	77085	80	80
WINDSOR VILLAGE PARK COM. CTR.	14441 CROQUET ST	HOUSTON	TX	77085	125	125
WOODCREEK OF NORTHWEST APTS.	5800 HOLLISTER #1011	HOUSTON	TX	77040	50	
WOODFOREST CHASE APARTMENTS	12475 WOODFOREST BLVD.	HOUSTON	TX	77013	24	24
WOODLAND PARK COM CTR	212 PARKVIEW	HOUSTON	TX	77009	150	150
WORD OF FAITH	318 PENNSYLVANIA	HOUSTON	TX	77026	60	60
YALE COURT APTS.	5050 YALE ST.	HOUSTON	TX	77018	30	30
YALE VILLAGE APTS.	5673 YALE ST.	HOUSTON	TX	77076	100	100
YMCA-ALIEF FAMILY	7850 HOWELL-SUGARLAND RD.	HOUSTON	TX	77085	200	200
YMCA-BAYTOWN FAMILY	201 YMCA DRIVE	BAYTOWN	TX	77521	100	100
YMCA-COSSABOOM	7903 SOUTH LOOP EAST	HOUSTON	TX	77012	80	80
YMCA-FOSTER FAMILY	1234 WEST 34th ST.	HOUSTON	TX	77018	300	300
YMCA-MD ANDERSON	705 CAVALCADE	HOUSTON	TX	77009	119	119
YMCA-NORTH HARRIS COUNTY	17125 ELLA BLVD.	HOUSTON	TX	77090	75	75
YMCA-NORTHEAST	7901 TIDWELL	HOUSTON	TX	77028	90	90
YMCA-SAN JACINTO FAMILY	1716 JASMINE	PASADENA	TX	77503	90	90
YMCA-WESTLAND	10402 FONDREN	HOUSTON	TX	77096	75	75
YOUNG SCHOLARS ACADEMY	1809 LOUISIANA ST.	HOUSTON	TX	77002	75	75
YWCA-GATEWAY	6309 MARTIN LUTHER KING	HOUSTON	TX	77021	75	75

SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: 552-T24171

ATTACHMENT "B"

MENUS

SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: 552-T24171

2011 SUMMER FOOD SERVICE PROGRAM MENU - JUNE


SPONSORED BY THE CITY OF HOUSTON PARKS AND RECREATION DEPARTMENT

Monday	6-Jun	Tuesday	7-Jun	Wednesday	8-Jun	Thursday	9-Jun	Friday	10-Jun
Sliced Turkey Breast	2.0 oz.	Sliced Turkey Ham	2.0 oz.	Sliced Turkey Bologna	2.0 oz	Baked Cheese Pizza	4.0 oz		
Enriched Wheat Bread	2 sl.	American Cheese	.5 oz.	Enriched White Bread	2 sl.	Calif Dried Fruit Medley	1.5 oz.	Baked Turkey Dog Wrap	4.0 oz
Salad Dressing	1 pkg.	Enriched Round Bun	1 ea.	Salad Dressing	1 pkg.	Pineapple Juice	4 oz.	Ketchup	1 ea.
California Raisins	1.5 oz	Salad Dressing	1 pkg.	Fuji Apple	1 ea.	Chocolate Milk 1%	8 oz.	Red Delicious Apple	1 ea.
Apple Juice	4 oz.	Fresh Orange	1 ea.	Mixed Fruit Juice	4 oz.	Utensil Kit	1 ea.	Grape Juice	4 oz.
Chocolate Milk 1%	8 oz.	Apple-Cherry Juice	4 oz.	White Milk 2%	8 oz.			White Milk 2%	8 oz.
Utensil Kit	1 ea.	White Milk 2%	8 oz.	Utensil Kit	1 ea.			Utensil Kit	1 ea.
<u>SNACK</u>		<u>SNACK</u>		<u>SNACK</u>	-	<u>SNACK</u>		<u>SNACK</u>	
Strawberry crème cookies	1 pkg.	Mini Choco Chip Cookies	1 pkg.	Lemon Crème Cookies	1 pkg.	Choco Animal Cookies	1 pkg.	Vanilla Crème Cookies	1 pkg.
Mixed Fruit Juice	6 oz.	Apple Juice	6 oz.	Apple-Cherry Juice	6 oz.	Apple Juice	6 oz.	Mixed Fruit Juice	6 oz.
Menu 1		Menu 2		Menu 3		Menu 4		Menu 9	
Monday	13-Jun	Tuesday	14-Jun	Wednesday	15-Jun	Thursday	16-Jun	Friday	17-Jun
Sliced Turkey Breast	2.0 oz.	Sliced Turkey Bologna	2.0 oz	Sliced Turkey Ham	2.0 oz.	Baked Turkey Dog Wrap	4.0 oz	Grilled Chicken Nuggets	1.95 oz.
Enriched White Bread	2 sl.	Enriched Wheat Bread	2 sl.	American Cheese	.5 oz.	Ketchup	1 ea.	American Cheese	0.88 oz.
Salad Dressing	1 pkg.	Salad Dressing	1 pkg.	Enriched Wheat Bun	1 ea.	Red Delicious Apple	1 ea.	Crackers	1 pkg.
California Raisins	1.5 oz.	Baby Peeled Carrots	3.0 oz.	Salad Dressing	1 pkg.	Mixed Fruit Juice	4 oz.	Ketchup	1 ea.
Apple Juice	4 oz.	Ranch Dressing	1 pkg.	Fuji Apple	1 ea.	White Milk 2%	8 oz.	Red Delicious Apple	1 ea.
Chocolate Milk 1%	8 oz.	Apple Juice	4 oz.	Grape Juice	4 oz.	Utensil Kit	1 ea.	Grape Juice	4 oz.
Utensil Kit	1 ea.	Chocolate Milk 1%	8 oz.	White Milk 2%	8 oz.			Chocolate Milk 1%	8 oz.
<u>SNACK</u>		<u>SNACK</u>		<u>SNACK</u>		<u>SNACK</u>		<u>SNACK</u>	
Choco Animal Cookies	1 pkg.	Vanilla Crème Cookies	1 pkg.	Cinn Animal Cookies	1 pkg.	Vanilla Crème Cookies	1 pkg.	Cinn Animal Cookies	1 pkg.
Grape Juice	6 oz.	Apple-Cherry Juice	6 oz.	Mixed Fruit Juice	6 oz.	Apple Juice	6 oz.	Mixed Fruit Juice	6 oz.
Monday	20-Jun	Tuesday	21-Jun	Wednesday	22-Jun	Thursday	23-Jun	Friday	24-Jun
Sliced Turkey Bologna	2.0 oz	Sliced Turkey Ham	2.0 oz.	Sliced Turkey Breast	2.0 oz.	Baked Cheese Pizza	4.0 oz	Charbroiled Beefsteak	2.4 oz
Enriched White Bread	2 sl.	American Cheese	.5 oz.	Enriched Wheat Bread	2 sl.	Calif Dried Fruit Medley	1.5 oz.	Enriched Round Bun	1 ea.
Salad Dressing	1 pkg.	Enriched Round Bun	1 ea.	Salad Dressing	1 pkg.	Pineapple Juice	4 oz.	Ketchup	1 ea.
Fuji Apple	1 ea.	Salad Dressing	1 pkg.	California Raisins	1.5 oz	Chocolate Milk 1%	8 oz.	Calif Dried Fruit Medley	1.5 oz
Mixed Fruit Juice	4 oz.	Fresh Orange	1 ea.	Apple Juice	4 oz.	Utensil Kit	1 ea.	Apple Juice	4 oz.
White Milk 2%	8 oz.	Apple-Cherry Juice	4 oz.	Chocolate Milk 1%	8 oz.			Chocolate Milk 1%	8 oz.
Utensil Kit	1 ea.	White Milk 2%	8 oz.	Utensil Kit	1 ea.			Utensil Kit	1 ea.
<u>SNACK</u>	-	<u>SNACK</u>		<u>SNACK</u>		<u>SNACK</u>		<u>SNACK</u>	
Lemon Crème Cookies	1 pkg.	Mini Choco Chip Cookies	1 pkg.	Strawberry crème cookies	1 pkg.	Choco Animal Cookies	1 pkg.	Vanilla Crème Cookies	1 pkg.
Apple-Cherry Juice	6 oz.	Apple Juice	6 oz.	Mixed Fruit Juice	6 oz.	Apple Juice	6 oz.	Mixed Fruit Juice	6 oz.
Menu 3		Menu 2		Menu 1		Menu 4		Menu 6	
Monday	27-Jun	Tuesday	28-Jun	Wednesday	29-Jun	Thursday	30-Jun	Friday	1-Jul
Sliced Turkey Breast	2.0 oz.	Sliced Turkey Bologna	2.0 oz	Baked Turkey Dog Wrap	4.0 oz	Sliced Turkey Ham	2.0 oz.	Ketchup Glazed Meatloaf	3.0 oz
Enriched White Bread	2 sl.	Enriched Wheat Bread	2 sl.	Ketchup	1 ea.	American Cheese	.5 oz.	Enriched Round Bun	1 ea.
Salad Dressing	1 pkg.	Salad Dressing	1 pkg.	Red Delicious Apple	1 ea.	Enriched Wheat Bun	1 ea.	Ketchup	1 ea.
California Raisins	1.5 oz.	Baby Peeled Carrots	3.0 oz.	Grape Juice	4 oz.	Salad Dressing	1 pkg.	Fresh Orange	1 ea.
Mixed Fruit Juice	4 oz.	Ranch Dressing	1 pkg.	White Milk 2%	8 oz.	Fuji Apple	1 ea.	Grape Juice	4 oz.
Chocolate Milk 1%	8 oz.	Apple Juice	4 oz.	Utensil Kit	1 ea.	Apple-Cherry Juice	4 oz.	White Milk 2%	8 oz.
Utensil Kit	1 ea.	Chocolate Milk 1%	8 oz.			White Milk 2%	8 oz.	Utensil Kit	1 ea.
<u>SNACK</u>		<u>SNACK</u>		<u>SNACK</u>		<u>SNACK</u>		<u>SNACK</u>	
Choco Animal Cookies	1 pkg.	Vanilla Crème Cookies	1 pkg.	Mini Choco Chip Cookies	1 pkg.	Cinn Animal Cookies	1 pkg.	Strawberry crème cookies	1 pkg.
Grape Juice	6 oz.	Apple-Cherry Juice	6 oz.	Mixed Fruit Juice	6 oz.	Mixed Fruit Juice	6 oz.	Apple Juice	6 oz.
Menu 10		Menu 11		Menu 9		Menu 12		Menu 7	

SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: 552-T24171

2011 SUMMER FOOD SERVICE PROGRAM MENU JULY AND AUGUST SPONSORED BY THE CITY OF HOUSTON PARKS AND RECREATION DEPARTMENT

SPONSORED BY THE CITY OF HOUSTON PARKS AND RECREATION DEPARTMENT									
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SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: 552-T24171

2011 SUMMER FOOD SERVICE PROGRAM 12 DAY MENU

Menu 1 Sliced Turkey Breast 2.0 oz Enriched Wheat Bread 2 sl. Salad Dressing 1 pkg. California Raisins 1.5 oz. Apple Juice 4 oz. Chocolate Milk 1% 8 oz. Utensil Kit 1 ea. Menu 1 SNACK Strawberry crème cookies 1 pkg. Mixed Fruit Juice 6 oz.	Menu 5 "Lunch Pak" Tray - Grilled Chicken Nuggets 1.95 oz. American Cheese .88 oz. Crackers 1 pkg. Ketchup 1 pkg. Red Delicious Apple 1 ea. Grape Juice 4 oz. White Milk 8 oz. Utensil Kit 1 ea. Menu 5 SNACK Cinn Animal Cookies 1 pkg. Mixed Fruit Juice 6 oz.	Menu 9 Baked Turkey Dog Wrap 4.0 oz Ketchup 1 pkg. Red Delicious Apple 1 ea. Grape Juice 4 oz. White Milk 8 oz. Utensil Kit 1 ea. Menu 9 SNACK Vanilla creme Cookies 1 pkg. Mixed Fruit Juice 6 oz.
Menu 2 Sliced Turkey Ham 2.0 oz. American Cheese .5 oz. Enriched Round Bun 1 ea. Salad Dressing 1 pkg. Fresh Orange 1 ea. Apple Cherry Juice 4 oz. White Milk 2% 8 oz. Utensil Kit 1 ea. Menu 2 SNACK Mini Choco Chip Cookies 1 pkg. Apple Juice 6 oz.	Menu 6 Charbroiled Beefsteak 2.4 oz Enriched Round Bun 1 ea. Ketchup 1 pkg. California Dried Fruit Mix 1.5 oz. Apple Juice 4 oz. Chocolate Milk 8 oz. Utensil Kit 1 ea. Menu 6 SNACK Mini Choco Chip Cookies 1 pkg. Mixed Fruit Juice 6 oz.	Menu 10 Sliced Turkey Breast 2.0 oz Enriched White Bread 2 sl. Salad Dressing 1 pkg. California Raisins 1.5 oz. Apple Juice 4 oz. Chocolate Milk 8 oz. Utensil Kit 1 ea. Menu 10 SNACK Choco Animal Cookies 1 pkg. Grape Juice 6 oz.
Menu 3 Sliced Turkey Bologna 2.0 oz Enriched White Bread 2 sl. Salad Dressing 1 pkg. Fuji Apple 1 ea. Mixed Fruit Juice 4 oz. White Milk 8 oz. Utensil Kit 1 ea. Menu 3 SNACK Lemon crème cookies 1 pkg. Apple Cherry Juice 6 oz.	Menu 7 Ketchup Glazed Meatloaf 3.0 oz. Enriched Round Bun 1 ea. Ketchup 1 pkg. Fresh Orange Apple Cherry Juice 4 oz. White Milk 8 oz. Utensil Kit 1 ea. Menu 7 SNACK Strawberry crème cookies 1 pkg. Apple Juice 6 oz.	Menu 11 Sliced Turkey Bologna 2.0 oz Enriched Wheat Bread 2 sl. Salad Dressing 1 pkg. Apple Juice 4 oz. Baby Peeled Carrots 3 oz Ranch Dressing 1 pkg. Chocolate Milk 8 oz. Utensil Kit 1 ea. Menu 11 SNACK Vanilla creme Cookies 1 pkg. Apple Cherry Juice 6 oz.
Menu 4 Baked Cheese Pizza 5.0 oz California Dried Fruit Mix 1.5 oz. Pineapple Juice 4 oz. Chocolate Milk 8 oz. Utensil Kit 1 ea. Menu 4 SNACK Choco Animal Cookies 1 pkg. Apple Juice 6 oz.	Menu 8 Grilled Chicken Cutlet 2.8 oz Enriched Round Bun 1 ea. Salad Dressing 1 pkg. Fuji Apple 1 ea. Mixed Fruit Juice 4 oz. Chocolate Milk 8 oz. Utensil Kit 1 ea. Menu 8 SNACK Cinn Animal Cookies 1 pkg. Apple Cherry Juice 6 oz.	Menu 12 Sliced Turkey Ham 2.0 oz American Cheese .5 oz. Wheat Round Bun 1 ea. Salad Dressing 1 pkg. Fuji Apple 1 ea. Grape Juice 4 oz. White Milk 8 oz. Utensil Kit 1 ea. Menu 12 SNACK Cinn Animal Cookies 1 pkg. Mixed Fruit Juice 6 oz.

SPECIFICATIONS/SCOPE OF WORK

SOLICITATION NO.: 552-T24171

HOUSTON 2011 Summer Food Service Program

Sponsored by Houston Area Parks & Recreation Department

Summer Food Service Program Meal Patterns

Food Components	Breakfast	Lunch or Supper	Snack ¹ (Choose two of the four)
Milk Milk, fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ²

Vegetables and/or Fruits Vegetable(s) and/or fruit(s), or Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup ½ cup (4 fl. oz.)	¾ cup total ⁴	¾ cup ¾ cup (6 fl. oz.)
Grains and Breads⁵ Bread, or Combread, biscuits, rolls, muffins, etc., or Cold dry cereal, or Cooked pasta or noodle product, or Cooked cereal or cereal grains or an equivalent quantity of any combination of grain/bread	1 slice 1 serving ¾ cup or 1 oz. ⁶ ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 oz. ⁶ ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 oz. ⁶ ½ cup ½ cup
Meat and Meat Alternates Lean meat or poultry or fish or alternate protein product, ⁷ or Cheese, or Eggs, or Cooked dry beans or peas, or Peanut butter or soy nut butter or other nut or seed butters, or Peanuts or soy nuts or tree nuts or seeds, or Yogurt, plain or sweetened and flavored, or An equivalent quantity of any combination of the above meat/meat alternates	(Optional) 1 oz. 1 oz. ½ large egg ¼ cup 2 tbsp. 1 oz. 4 oz. or ½ cup	2 oz. 2 oz. 1 large egg ½ cup 4 tbsp. 1 oz.= 50% ⁸ 8 oz. or 1 cup	1 oz. 1 oz. ½ large egg ¼ cup 2 tbsp. 1 oz. 4 oz. or ½ cup

For the purpose of this table, a cup means a standard measuring cup.

¹Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

² Shall be served as a beverage, or on cereal, or use part of it for each purpose.

³ Shall be served as a beverage.

⁴ Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of these requirements.

⁵ All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.

⁶ Either volume (cup) or weight (oz.) whichever is less.

⁷ Must meet the requirements in Appendix A of the SFSP regulations.

⁸ No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish.

SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: 552-T24171

Grains/Breads

For the Food-Based Menu Planning For the Child Nutrition Programs

GROUP A MINIMUM SERVING SIZE FOR

- ☐ Bread type coating
 - ☐ Bread sticks (hard)
 - ☐ Chow mien noodles
 - ☐ Crackers (saltines and snack crackers)
 - ☐ Croutons
 - ☐ Pretzels (hard)
 - ☐ Stuffing (dry) Note: weights apply to bread in stuffing.
- 1 serving = 20 gm or 0.7 oz
¾ serving = 15 gm or 0.5 oz
½ serving = 10 gm or 0.4 oz
¼ serving = 5 gm or 0.2 oz

GROUP B MINIMUM SERVING SIZE FOR

- ☐ Bagels
 - ☐ Batter type coating
 - ☐ Biscuits
 - ☐ Breads (white, wheat, whole wheat, French, Italian)
 - ☐ Buns (hamburger and hotdog)
 - ☐ Crackers (graham crackers - all shapes, animal crackers)
 - ☐ Egg roll skins
 - ☐ English muffins
 - ☐ Pita bread (white, wheat, whole wheat)
 - ☐ Pizza crust
 - ☐ Pretzels (soft)
 - ☐ Rolls (white, wheat, whole wheat, potato)
 - ☐ Tortillas (wheat or corn)
 - ☐ Tortilla chips (wheat or corn)
 - ☐ Taco shells
- 1 serving = 25 gm or 0.9 oz
¾ serving = 19 gm or 0.7 oz
½ serving = 13 gm or 0.5 oz
¼ serving = 6 gm or 0.2 oz

SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: 552-T24171

GROUP C 1 MINIMUM SERVING SIZE FOR

- ☐ Cookies 2 (plain)
- ☐ Cornbread
- ☐ Corn muffins
- ☐ Croissants
- ☐ Pancakes
- ☐ Pie crust (dessert pies 2, fruit turnovers 3, and meat/meat alternate pies)
- ☐ Waffles

1 serving = 31 gm or 1.1 oz

$\frac{3}{4}$ serving = 23 gm or 0.8 oz

$\frac{1}{2}$ serving = 16 gm or 0.6 oz

$\frac{1}{4}$ serving = 8 gm or 0.3 oz

1 Some of the following foods, or their accompaniments may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

2 Allowed only for desserts under the enhanced food-based menu planning alternative specified in §210.10 and supplements (snacks) served under the NSLP, SFSP, and CACFP.

3 Allowed for desserts under the enhanced food-based menu planning alternative specified in §210.10 and supplements (snacks) served under the NSLP, SFSP, and CACFP, and for breakfasts served under the SBP, SFSP and CACFP.

GROUP D MINIMUM SERVING SIZE FOR GROUP D

- ☐ Doughnuts 3 (cake and yeast raised, 1 serving = 50 gm or 1.8 oz 102 unfrosted)
- ☐ Granola bars 3 (plain)
- ☐ Muffins (all, except corn)
- ☐ Sweet roll 3 (unfrosted)
- ☐ Toaster pastry 3 (unfrosted)

$\frac{3}{4}$ serving = 38 gm or 1.3 oz

$\frac{1}{2}$ serving = 25 gm or 0.9 oz

$\frac{1}{4}$ serving = 13 gm or 0.5 oz

GROUP E MINIMUM SERVING SIZE FOR GROUP E

- ☐ Cookies 2 (with nuts, raisins, chocolate pieces and/or fruit purees)
- ☐ Doughnuts 3 (cake and yeast raised, frosted or glazed)
- ☐ French toast
- ☐ Grain fruit bars 3
- ☐ Granola bars 3 (with nuts, raisins, chocolate pieces and/or fruit)
- ☐ Sweet rolls 3 (frosted)
- ☐ Toaster pastry 3 (frosted)

1 serving = 63 gm or 2.2 oz

$\frac{3}{4}$ serving = 47 gm or 1.7 oz

$\frac{1}{2}$ serving = 31 gm or 1.1 oz

$\frac{1}{4}$ serving = 16 gm or 0.6 oz

SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: 552-T24171

GROUP F MINIMUM SERVING SIZE FOR GROUP F

☐ Cake 2 (plain, unfrosted)

☐ Coffee cake 3

1 serving = 75 gm or 2.7 oz

$\frac{3}{4}$ serving = 56 gm or 2 oz

$\frac{1}{2}$ serving = 38 gm or 1.3 oz

$\frac{1}{4}$ serving = 19 gm or 0.7 oz

GROUP G MINIMUM SERVING SIZE FOR GROUP G

☐ Brownies 2 (plain)

☐ Cake 2 (all varieties, frosted)

1 serving = 115 gm or 4 oz

$\frac{3}{4}$ serving = 86 gm or 3 oz

$\frac{1}{2}$ serving = 58 gm or 2 oz

$\frac{1}{4}$ serving = 29 gm or 1 oz

GROUP H MINIMUM SERVING SIZE FOR GROUP H

☐ Barley

☐ Breakfast cereals (cooked) 4

☐ Bulgur or cracked wheat

☐ Macaroni (all shapes)

☐ Noodles (all varieties)

☐ Pasta (all shapes)

☐ Ravioli (noodle only)

☐ Rice (enriched white or brown)

1 serving = $\frac{1}{2}$ cup cooked (or 25 gm dry)

GROUP I MINIMUM SERVING SIZE FOR GROUP I

☐ Ready to eat breakfast cereal (cold dry) 4 1 serving = $\frac{3}{4}$ cup or 1 oz, whichever is less

- 4 Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through
- 5 in the NSLP; breakfasts served under the SBP; and meals served to children ages 1 through 5 and adult

SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: 552-T24171

ATTACHMENT "B-1"

POLICY ALERT

SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: 552-T24171



**SPECIAL
NUTRITION
PROGRAMS**

SUPPLEMENT

Date: February 27, 2004

Reference: # FBG 2004-1

To: All Holders of the Food Buying Guide (FBG)

Subject: Grains/Breads – Exhibit A

Effective Date: March 1, 2004

This Supplement replaces Policy Alerts NSLP 97-4, NSLP 97-4 Supplement and CACFP 98-7. This version of Exhibit A contains a more complete list of Grains/Breads items than the Exhibit A published in the Food Buying Guide, pages 3-15 and 3-16.

ATTACHMENT

This Supplement Remains in Effect Until Further Notice

<p align="center">SPECIFICATIONS/SCOPE OF WORK SOLICITATION NO.: 552-T24171</p>
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The First Day

The first day is very important. It is when you introduce the children to the summer meal service. Although signs and posters around the site will help both children and neighborhood adults remember the rules, you should make they understand the rules. Before mealtime on the first day of your program, take time to talk with the children about the following:

- **Who may eat at the site** – children who are under 18 or younger (or others who are physically or mentally disabled and who participate in a special program for the disabled);
- **When the meals will be served;**
- **Where the meals will be served when the weather is bad;**
- **What type of meals will be served;** and
- **Why meals must be eaten at the site,** (unless your sponsor allows a piece of fruit or vegetable to be taken off-site.

Meal Pattern Requirements

The meal pattern requirements assure well-balanced, nutritious meals that supply the kinds and amounts of food that children require to help meet their nutrient and energy needs. You must make sure that meals served at sites meet the meal patter requirements listed on the following page. Compare the menus of the meals to be served at the sites with these requirements and learn to recognize the incomplete meals.

For a Meal to be Reimbursable, it Must Contain: *		
Breakfast	Lunch or Supper	Snack
<ul style="list-style-type: none"> - One serving of milk; - One serving of a vegetable or fruit or a full-strength juice; and - One serving of grain or bread. - A meat or meat alternate is optional. 	<ul style="list-style-type: none"> - One serving of milk; - Two or more servings of vegetables and/or fruits; - One serving of grain or bread; and - One serving of meat or meat alternate. 	<ul style="list-style-type: none"> - Must contain two food items from different components. However, juice cannot be served when milk is served as the only other component.

<p style="text-align: center;">SPECIFICATIONS/SCOPE OF WORK SOLICITATION NO.: 552-T24171</p>
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Form 1628

Lunch

Milk

Fluid Milk	1 cup (1/ 2 pint)
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Meat and Meat Alternatives

Lean meat or poultry or fish or (edible portion as served)	2 ounces
Meat Alternates:	
Cheese or	2 ounces
Egg or	1 large
Cooked dry beans or peas	½ cup
Peanut butter or other nut or	
Seed butters or	4 tablespoons
Nuts and/or seeds	1 ounce = 50%*
(or an equivalent quantity of any combination of meat or meal alternates)	

Vegetables and Fruits

Vegetables and/or fruit (2 or more selections for a total of ¾ cup) or full strength vegetable or fruit juice varieties (or an equivalent quantity of any combination of vegetable, fruit, and juice)	¾ cup ¾ cup
Juice may not be counted to meet more than ½ of this requirement.	

Bread and Bread Alternates

Bread (whole-grain or enriched)	1 slice
Bread alternatives (whole-grain or enriched): cornbread, biscuits, roll, muffins; etc. or	1 serving
Cooked pasta or noodle product or cooked cereal grains, such as rice,	½ cup
Corn grits, or bulgur	½ cup
(Or an equivalent quantity of a combination of bread or bread alternates)	

- No more than one-half of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meal alternate to fulfill the requirement.

Note: The serving sizes of food specified in the meal pattern are minimum amounts. If the administering agency approves the sponsor to serve smaller portion sizes to children under 6 years, the sponsor must meet the meal pattern specified in the Child Care Food Program (CCFP) regulation. You can obtain copies of the regulations from your State agency. Children over 6 years old may served larger portions, but not less than the minimum requirements specified in the Summer Food Service program regulations. Remember that you do not receive reimbursement for meals that do not meet the minimum program requirements.

<p style="text-align: center;">SPECIFICATIONS/SCOPE OF WORK SOLICITATION NO.: 552-T24171</p>
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Additionally, you may serve one of the following items if it met standards for milk:

- Milk shakes may be used to meet the milk components of lunches, supplements, and suppers if they contain the minimum quantity of fluid milk appropriate for the age or grade group served. commercial milkshakes must contain the correct quantity of a grade A fluid milk. Those made with powdered milk are not creditable. If contractors serve commercial milkshakes, they must obtain documentation from state and local health officials verifying that the milkshake meets SFSP requirements. The milkshake must be defined as fluid milk in the area where served.
- Ultra High Temperature Milk (UHT) milk is a fluid(s) milk that is pasteurized by heating the milk to a minimum temperature of 280 degree Fahrenheit for two to three seconds. This temperature destroys all active pathogenic and spoilage microorganisms. UHT milk can be stored without refrigeration for three to 12 months.
- Acidified milk is a fluid milk produced by souring fluid whole, low-fat, or skim milk with an acidifying agent. Examples of acidifying agent. Examples of acidified milk are “acidified kefir milk” and “acidified acidophilus milk”.
- Cultured milk is a fluid produced by adding selected microorganisms to fluid milk to produce a special flavor and/or consistency. Examples of cultured milk are “cultured buttermilk”, “cultured kefir milk,” and “cultured acidophilus milk.”
- Lactose reduced milk is a fluid milk modified by the addition of lactase enzymes from a yeast source. People who cannot digest the lactose in milk may benefit from lactose reduced low-fat milk.

Note: Breast milk may be served at meals, snacks, or other appropriate times throughout the day in place of fluid milk of children who are breastfeeding. Breast milk should be properly identified and labeled with the child’s name and date that the milk was collected. Breast milk can only be served to the particular child designated by the parent as the nursing child.

ADDITIONAL MEAL SERVICES REQUIREMENTS

In additional to serving meals that meet the meal pattern requirements, you must:

- Ensure that children eat all meals on-site. Site personnel must supervise all children on the site while they are eating meals. Only cost for meals that children eat on-site are reimbursable. See the exception to this requirement in Item 4163, Fields Trips and Off-Site Consumption of Food, and
- Serve one meal to each child in attendance at a site prior to serving a second meal to a child.

<p style="text-align: center;">SPECIFICATIONS/SCOPE OF WORK SOLICITATION NO.: 552-T24171</p>
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Milk Requirements

You may serve any type of pasteurized milk, flavored or unflavored. The milk may be whole, low fat, skim, or cultured buttermilk, provided it:

- Meets state and local standards for fluid milk;
- Is served in amounts meeting appropriate program requirements; and
- Contains vitamins A and D. Low-fat and skim milk must be fortified with vitamins A and D at the levels meeting Food and Drug Administration requirements

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: 552-T24171

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Offeror(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

- 1.1 The title page should include the title and number of the RFP, name and address of the Offeror(s), and the date of the Proposal.

2.0 OFFER & SUBMITTAL FORM:

- 2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 LETTER OF TRANSMITTAL:

- 3.1 A letter of transmittal shall include the following:
 - 3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Offeror.
 - 3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.
 - 3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Offeror; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

- 4.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.
- 4.2 Provide an organizational chart of proposed team or staff for this project.
- 4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 4.4 Provide copies of key personnel certifications and/or licenses.

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

- 5.1 Provide a detailed description and methodology of the proposed plan for the RFP requirements, which should include, but not be limited to the following:
 - 5.1.1 A brief statement of the Offeror understanding of the work to be done; and
 - 5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: 552-T24171

6.0 PROPOSED EQUIPMENT: (Optional)

- 6.1 Provide complete equipment description, design, functions, and technical specifications that are being proposed for usage.

7.0 FINANCIAL STATEMENTS:

- 7.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

8.0 CONTENTS:

- 8.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:
- 8.1.1 Title Page
 - 8.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)
 - 8.1.3 Letter of Transmittal
 - 8.1.4 Expertise/Experience/Reliability Statement
 - 8.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel
 - 8.1.6 Proposed Strategy/Operational Plan
 - 8.1.7 Proposed Equipment (If Applicable)
 - 8.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years
 - 8.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)
 - 8.1.10 List of References and List of Proposed Subcontractors (Exhibit I)
 - 8.1.11 Pricing Form/Fee Schedule (Exhibit III)
 - 8.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)
 - 8.1.13 Affidavit of Ownership or Control (Exhibit VI)
 - 8.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
 - 8.1.15 Anti-Collusion Statement (Exhibit VIII)
 - 8.1.16 Conflict of Interest Questionnaire (Exhibit IX)
 - 8.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)
 - 8.1.18 Hire Houston First Affidavit (Download Copy at http://purchasing.houstontx.gov/solicitation_forms.html) and submit to MOBO via e-mail to HHF-MOBO@houstontx.gov or fax to 832.393.0952.

<p>PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS SOLICITATION NO.: 552-T24171</p>

8.1.19 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

9.0 Invoicing:

9.1 The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to:

9.2 City of Houston
Parks and Recreation Department
Management and Finance Division
Accounts Payable Section
2999 South Wayside Dr.
Houston, Texas 77023

9.3 The City of Houston requires timely and accurate accounting and billing information.

EVALUATION AND SELECTION PROCESS

SOLICITATION NO.: 552-T24171

1.0 EVALUATION SUMMARY:

- 1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Proposal received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

- 2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

- 2.2 Sanitation standards will be evaluated based on inspection reports from the Health Department. A written synopsis and evaluation for the inspections by the Health Department will be requested from that department in addition to the standard inspection reports.

- 2.3 The number of trucks shall be stated in the proposal response package. Since most companies lease these trucks only after the award of the contract, proposed leasing assignments must be considered.

3.1.	Proposed Strategy and Operational Plan	22%
3.2.	Expertise/Experience/Qualifications	18%
3.3.	Conformance to RFP Requirements	18%
3.4.	Financial Strength of Offer	18%
3.5.	Cost	14%
3.6.	M/WBE Participation	10%

- * Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: 552-T24171

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20____

EXHIBIT I – REFERENCES SOLICITATION NO.: 552-T24171
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LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

<p align="center">EXHIBIT I – LIST OF SUBCONTRACTOR(S) SOLICITATION NO.: 552-T24171</p>
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The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

SUBCONTRACTOR/SUPPLIER

[illegible]

EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: 552-T24171

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION

SOLICITATION NO.: 552-T24171

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION

SOLICITATION NO.: 552-T24171

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:

ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: 552-T24171

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____ %

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:

Name of Prime Contractor

 - (a) _____ An Individual
 - (b) _____ A Partnership
 - (c) _____ A Corporation
 - (d) _____ A Joint Venture
2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Office of Business Opportunity. Certificate No.: _____.
3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUCONTRACT TERMS

SOLICITATION NO.: 552-T24171

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT”** and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity (“the Director”).
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBE’s and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Office of Business Opportunity at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas 77002.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT**
SOLICITATION NO.: 552-T24171

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBE's to reflect up/down variances on Contract amount.						
Office of Business Opportunity ATTN: Carlecia Wright 713-837-9000 611 Walker, 7 th Floor Houston, Texas 77002						

<p align="center">EXHIBIT III – SAMPLE PRICE SHEET/FEE SCHEDULE</p> <p align="center">552-T24171</p>
--

ITEM NO.	(b) MEAL TYPE	(c) PROJECTED NUMBER OF MEALS	(d) TOTAL PROGRAM MEALS	(e) UNIT COST PER MEAL	EXTENDED PROPOSED PRICING (d x e)
1	LUNCH	15,000	840,000	\$	\$
2	SNACKS (SUPPLEMENTS)	12,000	672,000	\$	\$
YEAR ONE TOTAL					\$

<p align="center">EXHIBIT III – SAMPLE PRICE SHEET/FEE SCHEDULE</p> <p align="center">552-T24171</p>
--

ITEM NO.	(b) MEAL TYPE	(c) PROJECTED NUMBER OF MEALS	(d) TOTAL PROGRAM MEALS	(e) UNIT COST PER MEAL	EXTENDED PROPOSED PRICING (d x e)
1	LUNCH	15,450	865,200	\$	\$
2	SNACKS (SUPPLEMENTS)	12,360	692,160	\$	\$
OPTION YEAR ONE TOTAL					\$

<p align="center">EXHIBIT III – SAMPLE PRICE SHEET/FEE SCHEDULE</p> <p align="center">552-T24171</p>
--

ITEM NO.	(b) MEAL TYPE	(c) PROJECTED NUMBER OF MEALS	(d) TOTAL PROGRAM MEALS	(e) UNIT COST PER MEAL	EXTENDED PROPOSED PRICING (d x e)
1	LUNCH	15,920	891,520	\$	\$
2	SNACKS (SUPPLEMENTS)	12,730	712,880	\$	\$
OPTION YEAR TWO TOTAL					\$

<p align="center">EXHIBIT III – SAMPLE PRICE SHEET/FEE SCHEDULE</p> <p align="center">552-T24171</p>
--

ITEM NO.	(b) MEAL TYPE	(c) PROJECTED NUMBER OF MEALS	(d) TOTAL PROGRAM MEALS	(e) UNIT COST PER MEAL	EXTENDED PROPOSED PRICING (d x e)
1	LUNCH	16,390	917,840	\$	\$
2	SNACKS (SUPPLEMENTS)	13,110	734,160	\$	\$
OPTION YEAR THREE TOTAL					\$

EXHIBIT III – SAMPLE PRICE SHEET/FEE SCHEDULE 552-T24171

ITEM NO.	(b) MEAL TYPE	(c) PROJECTED NUMBER OF MEALS	(d) TOTAL PROGRAM MEALS	(e) UNIT COST PER MEAL	EXTENDED PROPOSED PRICING (d x e)
1	LUNCH	16,880	945,280	\$	\$
2	SNACKS (SUPPLEMENTS)	13,510	756,560	\$	\$
OPTION YEAR FOUR TOTAL					\$

TOTAL YEAR ONE	\$ _____
TOTAL OPTION YEAR ONE	\$ _____
TOTAL OPTION YEAR TWO	\$ _____
TOTAL OPTION YEAR THREE	\$ _____
TOTAL OPTION YEAR FOUR	\$ _____
GRAND TOTAL ALL FIVE YEARS	\$ _____

NOTE (THIS IS A SAMPLE PRICE SHEET): OFFERORS PLEASE CUSTOMIZE YOUR PRICE SHEET TO REFLECT THE PRICE OF YOUR PROPOSAL.

EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE

SOLICITATION NO.: 552-T24171

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====C A N C E L L A T I O N=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS
WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO
THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO
OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

<p>EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE SOLICITATION NO.: 552-T24171</p>
--

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: 552-T24171

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate	\$1,000,000
				Products-Comp/Op Agg.	\$1,000,000
				Personal & Adv. Injury	\$1,000,000
				Each Occurrence	\$ 500,000
				Fire Damage (Any one fire)	\$ 50,000
				Med. Expense	\$ 5,000
				(Any one person)	
A.	Automobile Liability (X) Any Auto (X) All Owned Autos Scheduled Autos () Hired Autos () Non-Owned Autos Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit	\$1,000,000
				Bodily Injury (Per person)	\$
				Bodily Injury (Per Accident)	\$
				Property Damage	\$
	Excess Liability			Each Occurrence	\$
				Aggregate	\$
	Worker's Compensation and Employee Liability	Statutory Limits	(X)	Statutory Limits	
				Each Accident	\$ 100,000
				Disease - Policy Limit	\$ 100,000
				Disease - Each Employee	\$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

<p style="text-align: center;">EXHIBIT V – FAIR CAMPAIGN ORDINANCE SOLICITATION NO.: 552-T24171</p>

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT V – FORM “A”: FAIR CAMPAIGN

SOLICITATION NO.: 552-T24171

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” includes proprietors of proprietorships, partners or joint venture’s having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

☐ **SOLE PROPRIETORSHIP**

Name _____
Proprietor Address _____

☐ **A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state “none”):

Name _____
Partner Address _____

Name _____
Partner Address _____

☐ **A CORPORATION**

List all directors of the corporation (if none state “none”):

Name _____
Director Address _____

Name _____
Director Address _____

Name _____
Director Address _____

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: 552-T24171**

List all officers of the corporation (if none state none”):

Name _____	_____
Officer	Address

Name _____	_____
Officer	Address

Name _____	_____
Officer	Address

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):

Name _____	_____
	Address

Name _____	_____
	Address

Name _____	_____
	Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

<p style="text-align: center;">EXHIBIT VI: CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE SOLICITATION NO.: 552-T24171</p>

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: 552-T24171

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ §
COUNTY OF _____ §

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared

_____ [FULL NAME] (hereafter "Affiant"),

_____ [STATE TITLE/CAPACITY WITH CONTRACTING
ENTITY] of _____

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below)

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

<p>EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL SOLICITATION NO.: 552-T24171</p>

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (____) _____

Email Address [***OPTIONAL***] _____

Residence Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (____) _____

Email Address [***OPTIONAL***] _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (____) _____

Email Address [***OPTIONAL***] _____

Residence Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (____) _____

Email Address [***OPTIONAL***] _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL

SOLICITATION NO.: 552-T24171

6. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: 552-T24171**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VII – ATTACHMENT “A”
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: 552-T24171**

I, _____ as an owner or officer of

(Name) (Print/Type)

(Title)

(Contractor)

(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

Date

Contractor Name

Signature

Title

EXHIBIT VII – ATTACHMENT “B”
DRUG POLICY COMPLIANCE DECLARATION
SOLICITATION NO.: 552-T24171

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is _____.

_____ From _____ to _____ the following testing has occurred.
Initials (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Any employee who tested positive was immediately removed from the City worksite consistent with the **(Initials)** Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines **(Initials)** will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

Date

Contractor Name

Signature

Title

EXHIBIT VII – ATTACHMENT “C” AND “D”
CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
SOLICITATION NO.: 552-T24171

I, _____
(Name) (Print/Type) (Title)

as an owner or officer of _____
(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date Contractor Name _____

Signature _____

Title _____

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

ATTACHMENT “D”

I, _____ as an owner or officer of
(NAME) (PRINT/TYPE)

_____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE _____
CONTRACTOR’S NAME _____
SIGNATURE _____
TITLE _____

<p>EXHIBIT VIII – ANTI-COLLUSION STATEMENT SOLICITATION NO.: 552-T24171</p>

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: 552-T24171

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the seventh business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential Agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than September 1st of each year that the Vendor or Contractor seeks to contract with the City, or the seventh business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: 552-T24171

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: 552-T24171

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: 552-T24171

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3).

C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
2. Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Office of Business Opportunity (OBO) and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 552-T24171



What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-Mail Address

**EXHIBIT X – FORM “2”
PAY OR PLAY PROGRAM CERTIFICATE OF AGREEMENT
SOLICITATION NO.: 552-T24171**

Contractor Name: _____ \$ _____
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.]

Project Name: [Legal Project Name]

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all Contractors for Contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

☐ Yes ☐ No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the Contract with the City.

☐ Yes ☐ No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:

- (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
- (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

☐ Yes ☐ No Contractor agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

☐ Yes ☐ No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.

☐ Yes ☐ No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

☐ Yes ☐ No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the OBO and Contract Compliance Office.

Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

*Required

I hereby certify that the above information is true and correct.

CONTRACTOR (Signature) _____

DATE _____

NAME AND TITLE (Print or Type)

EXHIBIT XI – PERFORMANCE BOND
SOLICITATION NO.: 552-T24171

ATTEST: (Corporate Seal)

(Principal)

By: _____
Name: (Typed)
Title:

By: _____
Name: (Typed)
Title:

ATTEST/WITNESS: (Corporate Seal)

(Full Name of Surety)

By: _____
Name: (Typed)
Title:

By: _____
Name: (Typed)
Title:

The foregoing bond is approved and accepted this _____

day of _____, A.D. 20_____.

REVIEWED:

Legal Assistant

EXHIBIT XI – PERFORMANCE BOND
SOLICITATION NO.: 552-T24171

PERFORMANCE BOND

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____ as principal, hereinafter called "Contractor" and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of _____ DOLLARS. (\$_____) for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the said Contractor has on or about this day entered into a contract in writing with the City of Houston, Texas, entitled _____ which is made a part of this instrument as fully and completely as if set in full herein.

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform as set out in said contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and shall comply strictly with each and every provision of said contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the said City of Houston or its representatives from the exercise of any diligence whatever in securing compliance on the part of the said Contractor with the terms of the said contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his contract and agrees that it, the said Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the said Contractor in all matters pertaining to said contract.

It is further expressly agreed by said Surety that the City of Houston or its representatives are at liberty at any time, without notice to the Surety, to make any changes in said contract and in the work to be done thereunder, as provided in said contract, and in the terms and conditions thereof, or to make any changes in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking, or release said Surety therefrom.

It is expressly agreed and understood that the Contractor and surety will fully indemnify and save harmless the City of Houston from any liability, loss, cost, expense or damage arising out of or in connection with the work done by the Contractor under said Contract.

In the event that the City of Houston shall bring any suit or other proceeding at law on this bond, the Contractor and Surety agree to pay to the said City the sum of ten percent (10%) of whatever amount may be recovered by the City in said suit or legal proceeding, which sum of ten percent (10%) is agreed by all parties to be payment to the City of Houston for the expense of or time consumed by its City Attorney, his assistants and office force and other cost and damage occasioned to the City. This said amount of ten percent (10%) is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas.

IN TESTIMONY WHEREOF, witness our hands this _____ day of _____, A.D. 20_____.